

 JSC140/M2053	BHARAT HEAVY ELECTRICALS LTD. (A GOVT. OF INDIA UNDERTAKING) P.O BHEL Jhansi - 284120, INDIA Tel.:0510-277001/2412260 Website : jhs.bhel.com	PURCHASE ENQUIRY	
	ENQ NO/DT: E7130852 14/12/23 REV NO/DT: 3 23/10/24		PAGE <u>1</u> 6

OUR ABOVE ENQUIRY OF PREVIOUS REV & DATE IS AMENDED WITH FOLLOWING CHANGED / ADDED ITEMS.	
Enq Due on:	07-11-24 THURSDAY
Close at:	13:15 Open at: 14:00
Matcat:	714001 CAPITAL ITEMS
Validity:	180 days from Technical bid opening date
IEM:	
TOP:	See Special Remarks
REQUIRED: TEST CERT/ GUARANTEE CERT	RA: BHEL reserves the right to conduct RA
Est. Value:	Item wise
Bid Type:	TWO BID
Tot Item:	1
Delivery:	FOR Jhansi
E-Proc:	Yes

ITEM NO :	1	PSL QTY/UM:	1.00 NO
MATL CODE :	JS8155500000	PO QTY /UM:	1.00 NO
DESTINATION:	JS		

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
Design, Manufacturing, Supply, Erection & Commissioning of Bush Press Machine Capacity:50 Ton as per Spec. No. MT-6235.	JAN-25	1.00

SPECIAL REMARKS:

FOR ANY CLARIFICATION ON OUR TENDER TERMS AND CONDITIONS, BEFORE ENQUIRY DUE DATE PLEASE CONTACT

Mr. MANISH KUSHWAHA PHONE NO. 0510-241-2324/MOB-08824409266,
 Mr. KUNAL KISHORE Mob-7838293015
 Mr. ASHIM KUMAR Mob-9453001151.

Email id:- manishkushwaha@bhel.in;kunal@bhel.in;ashim@bhel.in

-REV-03 IS ISSUED TO RE-TENDER THE ENQUIRY.
 -REV-02 IS ISSUED TO RE-TENDER THE ENQUIRY.
 -REV-01 IS ISSUED TO EXTEND THE DUE DATE FROM 04.01.24 TO 11.01.24.

1.ENQUIRY IS FLOATED IN TWO BID SYSTEM THRU E-PROCUREMENT (GEPNIC)
 (https://eprocurebhel.co.in) TO PROCURE THE ITEM MENTIONED IN THE DESCRIPTION.

2.ALL THE TENDER DOCUMENTS, TECHNICAL SPECIFICATIONS, CAPITAL TERMS & CONDITIONS AND GENERAL TERMS AND CONDITIONS OF ENQUIRY IS UPLOADED AT OUR E-PROCUREMENT PORTAL i.e https://eprocurebhel.co.in.

3.SUBMISSION OF TENDER DOCUMENTS THROUGH OTHER THAN E-PROCUREMENT MODE SHALL NOT BE ACCEPTED.

4-INSPECTION SHALL BE DONE AT SUPPLIER WORKS BEFORE DISPATCH AND AFTER RECEIVING THE MATERIAL AT BHEL JHANSI STORE. 15 DAYS ADVANCE INTIMATION TO BE GIVEN BY SUPPLIER FROM THE DATE OF INSPECTION.

5-CONTACT NOS. & e-mail SHOULD BE PROVIDED FOR AUTHORISED PERSON WITHOUT E-MAIL/CONTACT NOS YOUR OFFER MAY NOT BE EVALUATED.

6-SUPPLIER IS ADVISED TO VISIT BHEL JHANSI FOR DISCUSSION BEFORE SUBMITTING OF OFFER.

7-VENDER TO SUBMIT COPY OF PAN CARD & GSTIN CERTIFICATE (VALID), WITHOUT THESE DOCUMENTS THE OFFER MAY NOT BE ACCEPTED/EVALUATED.

8-DETAIL TECHNICAL CATALOGUE FOR THE EQUIPMENT IS TO BE FURNISHED.

9-CIVIL FOUNDATION WORK IS IN BHEL JHANSI SCOPE AS PER SPEC NO MT-6235
 CLAUSE 13.1

10-VENDER TO SUBMIT DULY FILLED TECHNICAL SPECIFICATION NO MT-6235 ENCLOSED.

11-SUPPLIER QUALIFYING REQUIREMENT AS PER ATTACHED TECHNICAL SPECIFICATION.

12-NON-DISCLOSURE AGREEMENT (NDA) SHALL BE APPLICABLE.REFER CLAUSE NO 22.11 OF TECHNICAL SPECIFICATION MT- 6235.VENDOR SHALL BE REQUIRED TO SUBMIT SIGNED NDA (NON DISCLOSURE AGREEMENT) WITH BHEL.



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ALL RELEVANT DRAWING WILL BE SHARED WITH VENDOR ONLY AFTER SUBMISSION OF NDA.OFFER WITHOUT NDA SHALL NOT BE CONSIDERED.

13- NON-DISCLOSURE AGREEMENT (NDA): FORMAT OF NDA IS ENCLOSED WITH TENDER ENQUIRY. BIDDERS TO SUBMIT ORIGINAL COPY OF NDA WITHIN 7 WORKING DAYS FROM THE DATE OF ISSUE OF ENQUIRY. DRAWING/ DATA OR ANY OTHER INFORMATION SHALL BE PROVIDED AFTER THE RECEIPT OF DULY SIGNED ORIGINAL NDA. THE NDA SHALL BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF RS.100/- AND SHALL BE VERIFIED BY NOTARY(Annexure E).

Office address for correspondence:

Sr. DGM (MM-2)

Administrative building

BHEL, Khailar, Jhansi

Pin-284120 Uttar Pradesh

14-COMPLIANCE FURNISHED IN THE SPECIFICATION WILL BE TREATED AS FINAL ACCEPTANCE ANY DEVIATION FROM THE SPECIFICATION HAS TO BE CLEARLY BROUGHT OUT OTHERWISE OFFER WILL BE CONSIDERED AS COMPLIANCE TO THE SPECIFICATION. ANY LEFT OUT ENTRY IN THE SPECIFICATION WILL BE CONSIDER AS DEVIATION AND NON COMPLIANCE.

15-FOLLOWING DOCUMENTS HAVE BEEN ATTACHED ALONG WITH ENQUIRY :-

- (i)Duly signed & sealed copy of Enquiry
- (ii)Duly signed & sealed copy of Technical Specification Annexure-A
- iii)Duly signed& sealed copy of CEBG FORMAT / Annexure-B.
- (iv)Duly Signed & sealed copy of List of Consortium of Bank /Annexure-C
- (v)Duly signed& sealed copy of PBG Format / Annexure-D.
- (vi)BOQ FORMAT OF PRICE.
- (vii)Duly Signed & sealed copy of Capital Terms & Conditions Rev-05.
- (viii)Duly Signed & Sealed copy of General Terms & Conditions ofEnquiry Rev-03.

(ix) NDA (NON-DISCLOSURE AGREEMENT) documents/ Annexure E).

16-EMD SHALL BE NIL

17-CEBG SHALL BE 10% OF BASIC ORDER VALUE (Supply VALUE + E&C VALUE)A S PER CLAUSE 18 OF OUR CAPITAL TERMS & CONDITIONS.FORMAT OF CEBG HASBE EN ATTACHED.

18-PBG OF 10% OF BASIC ORDER VALUE (SUPPLY VALUE + E&C VALUE) IS REQUIRED AS PER CLAUSE 19 OF OUR CAPITAL TERMS & CONDITIONS.FORMAT O F PBG HAS BEEN ATTACHED .

19-Supply Erection & Commissioning, Testing and Prove out the system as per the Specification no.MT-6235 at BHEL Jhansi.

20-PAYMENT TERMS SHALL BE AS PER CLAUSE NO 19 OF ANNEXURE-III (REFER PAGE NO 27-29 OF ATTACHED CAPITAL TERMS AND CONDITIONS REV-05).

21.INSTALLATION AND COMMISSIONING CHARGES WILL BE 20% OF BASIC ORDER VALUE.

22-ERECTION , TESTING , COMMISSIONING AND PROVING TO BE DONE AS PER THE TECHNICAL SPECIFICATION No.MT-6235 AND WITHIN 02 MONTHS FROM THE DATE OF CALL OF COMMISSIONING FROM BHEL.

23.DELIVERY PERIOD 05 MONTHS FROM DATE OF ISSUE OF PURCHASE ORDER ASPER THE TECHNICAL SPECIFICATION.

24-GUARANTEE:GUARANTEE SHALL BE AS PER ATTACHED TECHNICAL SPECIFICATION NO.MT-6235.

25-ALL DOCUMENTS UPLOADED WITH ENQUIRY TO BE RETURNED WITH STAMP & SIGNED OF PARTY ALONG WITH OFFER AS A TOKEN OF ACCEPTANCE.

26-BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS.
PRICE BIDS OF ALL TECHNO COMMERCIALY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED FOR RA.IN CASE ANY BIDDERS(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.

27-L1 SHALL BE DECIDED ON OVERALL BASIS.

28-For this procurement, the local content to categorize a supplier as a CLASS I LOCAL SUPPLIER/ CLASS II LOCAL SUPPLIER/ NON LOCAL



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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.

Vendors shall have to declare following details in their offer:-

- (a) Percentage of local content.
- (b) self-certification of local content.
- (c) Details of location(s) of local value addition.

This will supersede all other conditions attached in NIT

29-ALL THE TERMS AND CONDITION UNLESS OTHERWISE SPECIFIED ARE AS PER CAPITAL T&C REV-05 DATED 04-09-2019 AND ATTACHED GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A REV03)

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc, failing which you may not be considered for sending future enquiries.

ENCLOSERS:



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FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD

MANISH KUSHWAHA
DY MANAGER (MM-2)
Email:-manishkushwaha@bhel.in

* * * * * E N D O F P U R C H A S E E N Q U I R Y * * * * *

NOTE :

- * THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A Rev 03) WHICH ARE UPLOADED AT <https://jhs.bhel.com/apps/sip/index.php> AT (TERMS & CONDITION -> FOR ENQUIRY) LINK, ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUCT THE PARTICIPATION BY THE BIDDER IN ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS AND CONDITIONS OF ENQUIRY.
- * SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- * IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.
- * Reference Sl. No. 2(B) of General Terms and Conditions regarding option for offer submission through Email addressed to tenderbox.jhs@bhel.in, please note that the maximum mail size including attachments should not exceed 15 MB, otherwise the offer shall not be delivered due to size limitation and bidder sending mail attachments more than 15 MB will have no claim whatsoever on the subject tender. Also due to any technical snag, if offer has not reached tenderbox.jhs@bhel.in, it will be bidder's sole responsibility to ensure offer submission through alternate routes before the due date and time. BHEL will not entertain any such claim for non-receipt of offer on time.

BHARAT HEAVY ELECTRICAL LIMITED, JHANSI

		Spec. No.	MT-6235	
		Item No.	MT-3/2/1555	
		Location	New Bogie Shop	
		Qty.	01 No.	

SCOPE: Design, Manufacturing, Supply, Erection & Commissioning of 50 Ton Bush Press MACHINE along with suitable accessories

Note:

1. Vendor must submit complete information against clause No. 22 (Qualifying criteria) and the offers meeting this clause would only be processed.
2. The "offered" column and the "deviations" column (if applicable) of this format shall be filled in by the vendor and submitted along with the offer. Technical details also need to be submitted along with the offer. Inadequate / incomplete, ambiguous, or unsustainable information against any of the clauses of the specification / requirements shall be treated as non-compliance.
3. The offer and all the documents enclosed with the offer shall be in English only.

SPECIFICATION CUM COMPLIANCE CERTIFICATE OF 50 TON BUSH PRESS MACHINE

Sr. No.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	BIDDER OFFER	DEVIATION / REMARK
1	PURPOSE:			
1.1	This machine will be used for pressing metal clad rubber cylindrical bushes in housing of various locomotive assemblies	Vendor to confirm		
2	MACHINE SPECIFICATION			
2.1	PARAMETERS			
2.1.1	Type: 'C' frame, Variable stroke,	Vendor to confirm		
2.1.2	Forward Capacity - 50 Tonnes	Vendor to confirm		
2.1.3	Cylinder Bore/ Ram Dia	Vendor to specify		
2.1.4	Stroke - 900 mm (min)	Vendor to confirm and specify		
2.1.5	System Pressure (Max.)	Vendor to specify		
2.1.6	Daylight - 900 mm (min)	Vendor to confirm and specify		
2.1.7	Throat - 600 mm	Vendor to confirm and specify		
2.1.8	Table height from ground Level - 800 mm (Approx.)	Vendor to confirm and specify		
2.1.9	Table Size - 700 x 1500 mm (min)	Vendor to confirm and specify		
2.1.10	U" Cutout in table - 125 mm (approx.)	Vendor to confirm and specify		
2.1.11	"T" Slot in table	Vendor to specify		
2.1.12	Ram table Size - 450 X 450 MM (min)	Vendor to confirm and specify		
2.1.13	T' Slot in Ram table	Vendor to specify		
2.1.14	Location Bore in Ram Table	Vendor to specify		
2.1.15	Lock Screw Size	Vendor to specify		

Sr. No.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	BIDDER OFFER	DEVIATION / REMARK
2.1.16	Speed	Vendor		
2.1.16.1	Approach - 20 - 65 mm/Sec (Approx.)	Vendor to confirm and specify		
2.1.16.2	Pressing - 0.5 - 3 mm/ Sec(Approx.)	Vendor to confirm and specify		
2.1.16.3	Return - 95 mm/ Sec.(Approx.)	Vendor to confirm and specify		
2.1.17	Electric motor Capacity	Vendor to specify		
2.1.18	Pressure to Tonnage conversion chart to be provided on machine	Vendor to confirm		
2.1.19	Analogue and digital pressure gauge to be provided for pressing application	Vendor to confirm		
2.2	HYDRAULIC SYSTEM :			
2.2.1	System should be centralised. Hydraulic Tank of suitable capacity shall preferably be located at floor level separate from machine structure.	Vendor to confirm and specify		
2.2.2	Make Rexroth / Vickers Sperry or equivalent from a reputed manufacturer. (Details to be submitted)	Vendor to confirm and specify		
2.2.3	Filtration System (suction strainer, pressure line filter etc.)	Vendor to confirm and specify		
2.2.4	Failure indications (Filter choke, Low pressure, oil temperature, low oil level etc.)	Vendor to confirm and specify		
2.2.5	Automatic shut off provision (Details to be submitted)	Vendor to confirm and specify		
2.2.6	Refrigerated type cooling system of sufficient capacity to maintain complete Hydraulic System, including lubrication oil, hydrostatic oil and gearbox oil, etc. at a temperature not exceeding 40 deg C irrespective of the ambient conditions.	Vendor to confirm and specify		
2.2.7	Hydraulic pump capacity (flow / pressure).	Vendor to specify and specify		
2.2.8	Each pump should have an independent motor. Tandem pumps should not be used.	Vendor to confirm and specify		
2.2.9	First filling of all required oil & grease etc. should be supplied by vendor. Indigenous (Indian) source, or Indian Equivalent, and specifications of oils/ greases also should be provided by the vendor.	Vendor to confirm		
3	CONSTRUCTION DETAILS:			
3.1	The press consists of a 'C' frame structure of weldable quantity fatigue resistant steel. Inside the frame are mounted the cylinder unit and the hydraulic system with an inbuilt oil tank. The ram is guided properly and is attached with a stroke control system to set the predetermined stroke and retracted position of the ram	Vendor to confirm and submit G.A		
3.2	Furnish design and constructional features of the press.	Vendor to specify		
4	PRESS OPERATION & CONTROLS:			
	Control cabinet (manual or semi automatic) shall be provided for operation and control of the pumps, valves, switchgears, sensor, indicators, relays etc., as applicable. Additional foot switch for the operation of the press to be provided. Selector switches for auto/ manual pressing, fast/inching operation, limits for stroke and pressing to be provided.	Vendor to specify and submit details.		
5	ELECTRICAL SYSTEM :			

Sr. No.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	BIDDER OFFER	DEVIATION / REMARK
5.1	415V + 10% / -15%, 50HZ +/-3 HZ, 3 Phase AC Power Supply Source will be provided by BHEL at a single point near the machine, as per layout recommended by Vendor. All types of cables, connections, circuit breakers etc. required for connecting BHEL's power supply point to different parts of the machine/control cabinets, shall be the responsibility of vendor. Requirement of grounding/earthing with required material details is to be informed by vendor well in advance so that same could be incorporated during construction of foundation.	Vendor to confirm		
5.2	Motors shall conform to IEC or Indian Standards	Vendor to confirm		
5.3	Vendor should ensure the proper earthing for the machine and its peripherals.	Vendor to confirm		
5.4	All electrical components in the cabinets should be mounted on DIN Rail.	Vendor to confirm		
5.5	All electrical equipment shall be suitably protected by HRC fuses/ MCBs/ Overload relays & single phase preventives.	Vendor to confirm		
5.6	All electrical & electronic control cabinets & panels should be dust and vermin proof.	Vendor to confirm		
5.7	Centralized electrical panel with auxiliary step down transformer, contactors, back up protection fuses, indicating lamps etc. to be provided with audio and visual alarms for each equipment. - All controls and annunciation equipment should be suitable for 240 V AC. - Suitable interlock as described against each equipment shall be provided for safe and trouble free operation. - All instrument control hardware and alarms shall be mounted on a suitable control panel. - The machine shall be fully equipped with adequate instrumentation having provision of Auto and manual operation as mentioned. All necessary control and indicating panel shall be provided.	Vendor to confirm		
6	SAFETY ARRANGEMENTS:			
6.1	Apart from standard safety arrangements machine should also have adequate and reliable safety interlocks / devices to avoid damage to the machine, work piece and the operator due to the malfunctioning or mistakes. Machines functions should be continuously monitored and audio visual warning indication / alarm number with message (on panels) should be available.	Vendor to confirm		
6.2	A detailed list of all alarm / indications provided on Plants should be submitted by the supplier with the offer.	Vendor to confirm and specify		
6.3	Oil & water pipe lines should not run with electrical cable in the same tray / trench.	Vendor to confirm		
6.4	All the pipes, cables etc. on the machine should be well supported and protected.	Vendor to confirm		
6.5	All the rotating parts used on machine should be statically & dynamically balanced to avoid undue vibrations.	Vendor to confirm		
6.6	Emergency Switches at suitable locations as per international norms are to be provided.	Vendor to confirm		

Sr. No.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	BIDDER OFFER	DEVIATION / REMARK
6.7	Safety lights at suitable locations.	Vendor to confirm		
7	ENVIRONMENTAL PERFORMANCE OF THE MACHINE :			
7.1	Maximum noise level shall be 85 dB(A) at normal load condition, 1 M away from the machine.	Vendor to confirm		
7.2	There shall not be any emissions from the machine.	Vendor to confirm		
7.3	Tropicalisation: All electrical / electronic equipment shall be tropicalized.	Vendor to confirm		
7.4	No hazardous chemicals shall be required to be used in the machine.	Vendor to confirm		
7.5	If any safety / environmental protection enclosure is required it should be built in the machine by the vendor.	Vendor to confirm		
7.6	Paint of the machine should be oil resistant and should not peel off.	Vendor to confirm		
8	MACHINE LIGHTS:			
8.1	Machine Lights for sufficient illumination of complete working area should be provided for clear visibility.	Vendor to confirm		
8.2	All light fittings, consumables, adapters/receptacles should have compatibility with Indian equivalents	Vendor to confirm		
9	LEVELING AND ANCHORING SYSTEM:			
9.1	Complete anchoring system including foundation bolts, anchoring materials etc. shall be vendors scope.	Vendor to confirm		
10	TOOLS FOR ERECTION, OPERATION & MAINTENANCE :			
10.1	Tools required for erection & commissioning of the press has to be arranged by the vendor. One set of tool kit for maintenance and operation of the press to be supplied.	Vendor to confirm		
11	SPARES:			
11.1	Itemised breakup of mechanical, hydraulic, electrical and electronic spares used on the machine in sufficient quantity as per recommendation of Vendor for 2 years of trouble free operation on three shifts continuous running basis should be offered by vendor. The list to include following, in addition to other recommended spares: (Unit Price of each item, make & model of spare shall be offered.	Vendor to confirm and submit		
11.1.1	a) Mechanical & Hydraulic Spares: All types of Pumps, Valves, Pressure Switches, Transducers, Flow Switches, Filters, Seals, O-rings, Hydraulic Hoses etc.	Vendor to confirm and submit		
11.1.2	b) Electrical /Electronic Spares: All types of Relays, Contactors, Proximity Switches, Push Buttons, Indicating Lamps, Semiconductor Fuses, Special Fuses, Circuit Breakers, Main Power Switch.	Vendor to confirm and submit		
11.2	All types of spares for total machine and accessories should be available for at least ten years after supply of the machine. If machine or control is likely to become obsolete in this period, the vendor should inform BHEL sufficiently in advance and provide drawings of parts / details of spares & suppliers to enable BHEL to procure them in advance, if required	Vendor to confirm		

Sr. No.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	BIDDER OFFER	DEVIATION / REMARK
11.3	Vendor to confirm that complete list of spares for machine and accessories, along with specification / type / model, and name & address of the spare supplier shall be furnished along with documentation to be supplied with the machine	Vendor to confirm and submit		
12	DOCUMENTATION:			
12.1	Five sets (Hard copies) of following documents (Hard copies) in English language should be supplied along with the machine.	Vendor to confirm		
12.2	Operation and maintenance manual with hydraulic sequence chart.	Vendor to confirm		
12.3	Catalogues, O&M Manuals of bought out items, including drawings (Electrical & electronic circuit, PLC Logic, machine assembly drawings, hydraulic circuit).	Vendor to confirm		
12.4	One additional set of all the above documentation in soft copy.	Vendor to confirm		
13	FOUNDATION:			
13.1	Vendor shall submit the preliminary layout drawing for getting BHEL's approval. Complete foundation design including details like static / dynamic loads etc. and final layout drawings shall be submitted by the supplier with in a month after getting PO for BHEL's approval. The Layout should consist of all requirements pertaining to complete machine and all accessories. BHEL shall construct complete foundation for the machine.	Vendor to confirm		
14	ERECTION AND COMMISSIONING :			
14.1	Erection and commissioning is the responsibility of the supplier. Service requirement like power, air & water shall be provided by BHEL at only one point to be indicated by supplier in their foundation/layout drawings. Other requirements like crane shall also be provided by BHEL as per availability. Details of these requirements should be informed by vendor in advance.	Vendor to confirm		
14.2	Tools, Tackles, instruments and other necessary equipment required for commissioning of the machine should be brought by the supplier.	Vendor to confirm		
14.3	Commissioning spares, required for commissioning of the equipment within stipulated time, shall be brought by the supplier on returnable basis.	Vendor to confirm		
14.4	All Cover Plates required for the equipment and its peripherals including pits, if any, shall be supplied and installed by the vendor.	Vendor to confirm		
14.5	Portion, if any, of the machine, accessories and other supplied items where paint has rubbed off or peeled during transit or erection should be repainted and merged with the original surrounding paint by the vendor. For this purpose, the vendor should supply sufficient quantity of touch-up paint of various colours of paint used.	Vendor to confirm		
14.6	Duration for E&C after call of commissioning from BHEL - 2 Months Max.	Vendor to confirm and specify		
14.7	E&C schedule for machine in Bar chart	Vendor to submit		
14.8	Successful proving of BHEL components by the supplier shall be considered as part of commissioning. All tests, as mentioned at clause 16.0 (Machine Acceptance Criteria) shall form the part of commissioning activity.	Vendor to confirm		

Sr. No.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	BIDDER OFFER	DEVIATION / REMARK
15	FIXTURES & ACCESSORIES:			
15.1	Vendor to design, Manufacture and supply required number of fixtures for Bushes pressing. Drawing of bushes and housings shall be provided to vendor only after submission of NDA as per clause No. - 22.11	Vendor to confirm and specify.		
16	MACHINE ACCEPTANCE:			
16.1	Tests/activities should be carried out at supplier's works on the machine before dispatch.	Vendor to confirm		
16.1.1	Vendor to demonstrate all the functions of the machine.	Vendor to confirm		
16.1.2	Vendor to demonstrate machine accuracies as per DIN/ISO/JIS standard test chart at vendors works during inspection of the machine by BHEL engineers.	Vendor to confirm		
16.1.3	Vendor to furnish the test chart	Vendor to submit		
16.2	Tests to be carried out at BHEL works while commissioning the machine.			
16.2.1	Vendor to demonstrate machine accuracies as per test chart.	Vendor to confirm		
16.2.2	Vendor to demonstrate all the functions of the press for its proper function.	Vendor to confirm		
16.2.3	Job prove out for min 10 bush pressing operation	Vendor to confirm		
16.2.4	Vendor to arrange load cell for calibration of bush pressmachine.	Vendor to confirm		
17	PACKING:			
17.1	Proper packing of the items is to be ensured to avoid any damage in transit.	Vendor to confirm		
18	GUARANTEE :			
18.1	24 Months from the date of acceptance of the machine.	Vendor to confirm		
19	TRAINING:			
19.1	BHEL Persons shall be trained at BHEL Works in the field of Operation and Mechanical, Electrical & Electronics maintenance of machine & other supplied equipment.	Vendor to confirm		
20	AMBIENT CONDITIONS & THERMAL STABILITY:			
20.1	Ambient Conditions : Temperature = 5 to 50 degree Celsius , Relative Humidity : 95 %	Vendor to Note and confirm		
20.2	Thermal Stability of the complete Plant keeping in view specified Ambient Conditions and accuracy requirements of BHEL components and trouble free operation of the Plant should be ensured by VENDOR.	Vendor to Note and confirm		
21	GENERAL :			
21.1	Machine Model:	Vendor to specify		
21.2	Total connected load (KVA):	Vendor to specify		
21.3	Floor area required (Length, Width, Height) for complete equipment & accessories	Vendor to specify		
21.4	Painting of machine/electrical panels: RAL 6011 Apple green (polyurethane paint)	Vendor to confirm		
21.5	Total weight of the equipment.	Vendor to specify		
21.6	Weight of heaviest part of machine	Vendor to specify		

Sr. No.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	BIDDER OFFER	DEVIATION / REMARK
21.7	Vendor to submit, along with offer, the reference list of customers where similar machines have been supplied mentioning the customer, Machine Model, major specifications of the supplied machine, Year of Supply etc.	Vendor to specify		
21.8	Detailed catalogues, sketch/ photographs of the machine should be submitted with the offer.	Vendor to specify		
21.9	Delivery period: 5 months Max.	Vendor to confirm and specify		
22	QUALIFYING CRITERIA			
22.1	Qualifying Criteria: Only OEM or OEM authorized dealer / partners, who have supplied at least 02 numbers min. 50 ton capacity Throat type presses in the past 7 years from the date of tender opening should quote. If the bidder is OEM-authorized dealer or partner or distributor then bidder to submit valid authorization certificate from OEM & Letter from OEM for technical support for this tender. The following information is also to be submitted by all the bidders for qualification of their offer.	Vendor to Confirm		
22.2	Purchase order copy (Unpriced) for supply of 2 nos. Bush Press Machine of min. 50 ton capacity during last 7 years from the date of this enquiry. If the bidder is OEM-authorized dealer or partner or distributor Purchase Order in the name of principal is also accepted.	Vendor to submit		
22.3	One no. Performance certificate from the customer of the same machine for min. one-year satisfactory operation from date of commissioning during last 7 years from the date of this enquiry.	Vendor to submit		
22.4	Name of the customer/company where similar machine is supplied.	Vendor to submit		
22.5	Complete postal address of the customer.	Vendor to submit		
22.6	Date of supply	Vendor to submit		
22.7	Date of commissioning.	Vendor to submit		
22.8	Name and designation of the contact person of the customer.	Vendor to submit		
22.9	Phone number & email address of the customer's contact person.	Vendor to submit		
22.10	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.	Vendor to Confirm		
22.11	Vendor shall be required to submit signed NDA (Non Disclosure Agreement) with BHEL All relevant drawing will be shared with vendor only after submission of NDA (Attached). Offer without NDA shall not be considered.	Vendor to Confirm and submit		

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1.1. The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its Jhansi Unit , BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns. Tenders are to be submitted to M/s BHEL Jhansi.
- 1.2. The '**Tenderer**' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 1.3. The '**Supplier**' shall mean the firm/company/organisation with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as '**Contractor**' or '**Vendor**'.
- 1.4. The '**Sub-contractor**' shall mean the person/firm/company/ organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 1.5. The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorised representative.
- 1.6. The '**Equipment**' shall mean and include plant and stores and materials to be provided by the Supplier under the Contract.
- 1.7. The '**Specification**' shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
- 1.8. The '**Offer**' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as '**Bid**'.
- 1.9. '**Acceptance of offer**' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 1.10. The '**Contract**' shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, Offer, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, Offer of the Tenderer, any special conditions applicable to the particular Order and subsequent amendments mutually agreed upon. It may also be referred as '**Order**' or '**Purchase order**'.
- 1.11. The '**Contract Price**' shall mean the total price to be paid by the Purchaser to the Vendor for the supply & services to be provided by the Vendor to the Purchaser as per Contract. It may also be referred as '**Order Value**'.
- 1.12. The '**Site**' shall mean the site of the proposed work at BHEL Plant at Jhansi.
- 1.13. The '**Inspector**' shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.

- 1.14. **'Approved'** shall mean the approval of the Engineer or of the inspector as the case may be in writing.
- 1.15. **'Test on completion'** shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the Purchaser and the Supplier, to be performed by the Supplier after Installation of the equipment to establish satisfactory operation as required by the specifications.
- 1.16. **'Commissioning'** shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.
- 1.17. **'Performance Tests'** shall mean the tests to be conducted on the equipment at site for checking the performance parameters of the equipment as defined in Technical Specification.
- 1.18. **'Commercial use'** shall mean that use of the equipment, which the Contract contemplates or of which it is to be commercially capable.
- 1.19. **'Acceptance of Equipment'** shall have the meaning as specified elsewhere in this document.
- 1.20. **'Consignee'** shall mean the official(s)/person(s) to whom the Equipment is required to be delivered in the manner indicated in the Purchase Order.
- 1.21. **'Contract Engineer'** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 1.22. **'Site Engineer'** shall mean officer of the Purchaser as may be duly appointed and authorised in writing by the purchaser to act as the Site Engineer on his behalf.
- 1.23. **'Months'** shall mean calendar months.
- 1.24. **'Days'** shall mean calendar days.
- 1.25. **'Writing'** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

2. SUBMISSION OF TENDER

2.1. General

- 2.1.1. The tender shall be addressed to Head (MM), BHEL Jhansi and shall be submitted with one original and one duplicate copy.
- 2.1.2. Sealed Tenders may be submitted personally, by Courier or by registered post with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by fax/email may not be considered unless confirmed in writing by a detailed offer.
- 2.1.3. The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority

inviting the tender for clarification before submission of the tender. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderer in his Offer.

- 2.1.4. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the offer must be signed, stamped and submitted by the Tenderer. The information furnished shall be complete by itself.
- 2.1.5. The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 2.1.6. All entries in the tender shall either be typed or be written in blue ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The Tenderer shall duly attest all cancellations and insertions. Signatures shall be in blue ink.
- 2.1.7. DUNS number (allotted by M/s Dun & Bradstreet) shall be mentioned in the offer in case of foreign suppliers.
- 2.1.8. The Offer shall be signed by a person who has requisite authority from the Tenderer to do so.
- 2.1.9. Standard pre-printed conditions of the Tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 2.1.10. No request for extension of due date will be entertained.
- 2.1.11. For any clarification please contact Mr. Ashim Kumar , SDGM (MM), Phone no-05102770001-2714 ,Sh. Kunal Kishore ,Sr. Mgr (MM) Ph No. 05102770001-2513, Sh. Manish kushwaha (MM), Phone No.05102770001-2324.

2.2. Two Part Bids

- 2.2.1. Bidders shall submit the offer in three inner envelopes (covers) and one outer envelop (cover) as indicated below.
- 2.2.2. **Envelope I:** This sealed envelope should contain all the copies of technical & commercial bid together with **Un-Priced Bid (price formats without prices as per Annexure-I or II)**. This envelope should be clearly marked "**Part I - Technical and commercial bid**", indicating Tender No., Due Date and Address & Reference of the Bidder. Commercial terms and conditions should be as per format given in **Annexure-III** .
- 2.2.3. **Envelope II:** This sealed envelope should contain only **price formats with prices as per Annexure-I or II** . This envelope should be clearly marked "**Part II - Price bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.4. **Envelope III:** This sealed envelop should contain Demand Draft/ Pay order in favour of BHEL Jhansi for Earnest Money Deposit (if applicable). This envelope should be clearly marked "**Envelop III- EMD**", indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.5. All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder.

2.3. Part I – Technical and Commercial Bid

2.3.1. Technical

This part shall include / indicate the following:

- 2.3.1.1. Complete scope of supply with all technical details and other terms and conditions.
- 2.3.1.2. Point by point confirmation for the Technical Specification in the specified format. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.3.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates.
- 2.3.1.4. Relevant catalogues.
- 2.3.1.5. List of spare parts (with part numbers) for two years operation and maintenance.
- 2.3.1.6. You should also furnish details of shipping specification, sizes, volume, Gross weight, number of cases or no. of container (40' or 20') required for shipping the material etc. When articles are packed with packaging material of plant origin, phytosanitary certificate will be required (**Applicable for foreign suppliers only**).

2.3.2. Commercial

This part shall include / indicate the following:

- 2.3.2.1. Port of shipment / Station of dispatch
- 2.3.2.2. Terms of payment
- 2.3.2.3. Taxes & duties applicable.
- 2.3.2.4. Delivery Schedule
- 2.3.2.5. Offer validity
- 2.3.2.6. Country of origin
- 2.3.2.7. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without price particulars. Instead of the price, the Tenderer shall write 'quoted' against the item for which price have been quoted in the Price Bid.
- 2.3.2.8. Demand Draft number / Pay order number, issue date and amount of Earnest Money Deposit is to be mentioned (If applicable)

2.4. Part II (PRICE- BID)

This part should contain the schedule of price particulars co-related to the technical details provided in Part I.

3.0 Earnest Money Deposit:

- 3.1 Bidder has to furnish Earnest Money Deposit (EMD) along with the Techno-commercial Bid of their offer for **as indicated in NIT** in form of Demand Draft or Pay order only in favour of **Bharat Heavy Electricals Limited, Jhansi** payable at BHEL Jhansi.

However, the EMD may be waived in following cases:

a) Central / State - PSUs / Government departments.

b) Micro and Small Enterprises.

For seeking EMD waiver, Bidder has to furnish the latest self certified copy of the relevant certificate as the case may be along with techno-commercial offer.

- For Central and State PSU's self certified copy of certificate of incorporation is required.
- For Micro & Small industries copy of MSMED certificate along with certificate of CA certifying present status of MSMED as of Annexure-V is required.

It may be noted that for bidders other than (a) & (b) above, EMD is an essential requirement and waiver of this will not be given. However in very exceptional cases for justified reasons EMD may be waived. Such request should reach us 10 days before due date. Request received beyond the time specified shall not be entertained.

- 3.2 EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and for unilaterally changes the offer and/or any of its terms & conditions within the validity period.
- 3.3 EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award/LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG).
- 3.4 EMD shall not carry any interest.

4. OPENING OF TENDERS

- 4.1. The offer should reach our office on or before 13.15 hrs on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14.00 hrs on the due date in presence of all bidders who will be present.
- 4.2. Authorised officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorised representative who may be present. However, The Purchaser reserves the right to open the tenders in-camera.
- 4.3. The Part I - Technical & commercial bid alone would be opened on the Tender opening date.
- 4.4. The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 4.5. Clarifications, if any, required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.
- 4.6. In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by the purchaser to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by the Purchaser.
- 4.7. If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, BHEL reserves the right to open the earlier price bids, if required.
- 4.8. Unsolicited price bids shall not be entertained.

- 4.9. Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of the tender.

5. QUALIFICATION OF TENDERERS

- 5.1. Details of Qualification Requirements are given in Technical Specifications if any.
- 5.2. Only Tenderer who has previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who does not have proven and established experience in the field is not likely to be considered.
- 5.3. **Details on Capacity / Supply and E & C performance of Bidder (Applicable for Estimated value more than 2.5 Crore):**

Please furnish the specific details of company performance in the enclosed **Annexure-IV** (A. Capacity details; B. Performance of supplies to BHEL). These data furnished regarding performance of the vendors and meeting commitments shall be considered during bid evaluation / finalization of tenders.

- (a) Capacity details in Part (A) are about the Manufacturing Capacity (Major Machine: category-wise & number-wise), No. of Machines supplied during last 5 years, Outstanding Order Book position, Liquidation Plan of all machines including BHEL machines under consideration for ordering.
- (b) The Performance details of supplies to BHEL are to be given in Part (B) for the POs placed by BHEL. Submission of these informations by vendors is mandatory. BHEL reserves the right to reject-the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.
 - (i) We shall make use of the information on past performance of the bidders during technical evaluation of the offers. If Delivery Index of any bidder is ≥ 0.20 , then his offer shall be liable for rejection. However, offer of bidder with Delivery Index ≥ 0.20 can also be accepted for further evaluation on exception basis with justified recorded reasons & provided the bidder fulfils the requirement of proven experience of supplying similar machines & have adequate available capacity to meet BHEL tender requirement.
 - (ii) The actual/likely Supply and E&C period vis-a-vis scheduled Supply and E&C period (delay for reasons attributable to vendor. only to be considered) shall be considered for all the machines against the POs placed by BHEL during last 5 years (limited to 5 latest executed POs) and all POs overdue for Supply and/or E&C.

For purpose of calculation of Delivery Index in case of overdue POs, the delay period for Supply and/or E&C will be reckoned from the date of bid opening of the tender under evaluation. In case of two part bid, part-I (i.e. Techno-Commercial Bid) shall be considered as date of bid opening.

Early Supply and/or E&C vis-a-vis scheduled dates will not be entitled for any consideration for calculation of Delivery Index.

Delay in E&C shall be applicable only in such cases where E&C period has been mentioned in the Purchase Order.

In case a PO includes more than one machine, then all the machines of the PO shall be considered, for calculation of Delivery Index.

- (v) Illustration for calculation of Delivery Index is given as under:

$$\text{Delivery Index} = \sum_{i=1}^n \left\{ \frac{(\Delta X_i + \Delta Y_i)}{(X_i + Y_i)} \right\} / n$$

i = No. of Machines; Where, i= 1 to n (n = no. of m/cs.)

X_i = Scheduled Delivery (no. of days)

ΔX_i = Supply delay (no. of days)

Y_i = Scheduled E&C (no. of .days)

ΔY_i = E&C delay (no. of days)

6. VALIDITY OF OFFER

- 6.1. The offer should be valid for a period of 6 Months from the date of opening of tender i.e part - I. In case the Purchaser calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the Tenderer.

7. REJECTION OF TENDER AND OTHER CONDITIONS

- 7.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the Tenders without assigning any reason whatsoever.
- 7.2. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 7.3. If the Tenderer deliberately gives wrong information in his tender, Purchaser reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Security Deposit.
- 7.4. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Tenderer who resorts to canvassing are liable to be rejected.
- 7.5. The offer received in single bid instead of two bid will be bypassed.

8. EVALUATION OF OFFERS

- 8.1. The bidder required to quote charges for 'Supply' and 'Erection' & Commissioning' separately.
- 8.2. The evaluation of tender shall be on the basis of "total cost to BHEL" including Supply and Erection & Commissioning. For-evaluation, exchange rate (TT selling rate of SBI) as on scheduled date, of tender opening (part-I in case of two part bid) shall be considered.
- 8.3. Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, training to operators etc.
- 8.4. E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause 14 (Payment Terms).
- 8.5. Evaluation of offers shall be on the basis of delivered cost at BHEL Jhansi i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages.
- 8.6. Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.
- 8.7. Loading criteria in respect of the deviations shall generally be on the principle of time and value of

money in respect of commercial deviations, and similar quantification – as may be decided by the Purchaser – in respect of technical deviations.

- 8.8. Loading criteria in respect of the deviation(s) shall be communicated to the concerned Bidder(s) before Price Bid opening. If a Bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.
- 8.9. Rates of Exchange taken for conversion of foreign currency to Indian Rupees for the comparison of bids shall be the inter bank TT selling rates of State Bank of India as at the close of business on the date of opening of Price Bid.
- 8.10. The Purchaser reserves its right to negotiate with the Bidder and / or go for reverse auction.
- 8.11. The Purchaser reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy of the Govt. of India.

9. EFFECTIVE DATE OF CONTRACT

- 9.1. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Purchase Order.
- 9.2. The Effective Date of Contract shall be the date of issue of the Purchase Order.

10. PRICES

- 10.1. The prices shall be firm and shall be quoted as per format given in Annexure-I or II.
- 10.2. The price for foreign supplies shall on CIF (as per INCOTERM), JNPT Mumbai port basis.
- 10.3. The price for Indian supplies shall be on FOR, BHEL, Jhansi basis inclusive of Packing, Forwarding, Freight & transit insurance.
- 10.4. The excise duty and sales tax/ VAT for Indian supplies will be paid at the rate applicable on the day of dispatch. However, if the Equipment is delayed and amount of excise duty, sales tax/ VAT on the day of dispatch is higher than the amount applicable on the scheduled delivery date, the differential amount (if any) will be in supplier's account.
- 10.5. The price for installation and commissioning shall be inclusive of all taxes and duties except Service Tax. Installation and commissioning charges should be quoted on Lump sum basis. No such variables should be used due to which offer value can't be determined. Service tax on installation and commissioning, if applicable, will be payable extra.
- 10.6. Any other taxes and duties payable as extra to the quoted price shall be specifically stated in the Offer. The Purchaser will not be liable for payment of taxes and duties not specifically mentioned in the Offer.
- 10.7. No free conveyance or accommodation to erection staff for site job will be provided by BHEL.

10.8. Fixed price

- 10.8.1. Prices quoted by the bidder shall be fixed and not subject to any variation whatsoever during the period of Bid validity and execution of the Purchase Order. A Bid submitted with an adjustable price will be treated as non -responsive and rejected.
- 10.8.2. Prices shall be written in words and figures. The discrepancy in quoted price, if any, shall be corrected as follows:

- If there is a discrepancy between words and figures, the amount given in words shall prevail.
- If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail.
- If there is a discrepancy between the sub-total price and total price which is obtained by adding the various sub-total prices, the sub-total price shall prevail.
- The Order will be issued on the corrected price or the quoted prices for the complete scope of work (whichever is lower).

10.9. Bid currency

10.9.1. Indian bidders should quote the prices only in Indian Rupees.

10.9.2. Foreign bidders may quote the prices in their home currency, US Dollars or Euros (any one) and Indian Rupees.

11. Delivery Time Period for 'SUPPLY' and 'E&C':

11.1. Bidder should quote delivery period separately for 'Supply' and 'E&C' of equipment.

11.2. Indian Bidders should submit their offer on FOR Jhansi basis including packing, forwarding , freight & transit insurance. Date of receipt of material (CISF date of entry at BHEL Jhansi) shall be taken as delivery date for Indian suppliers for LD Purpose.

11.3. Foreign Bidders should submit their offer on CIF Mumbai Port/ Mumbai Airport as per INCOTERM 2012 basis. Date of Bill of Lading /HAWB shall be considered as date of delivery for Foreign suppliers for LD purpose.

11.4. Delivery period shall be counted from the date of Purchase order.

11.5. "The bidders should quote their earliest schedule for Supply and E&C against the schedule indicated in the NIT". BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

12. COMPLETENESS OF THE EQUIPMENT

12.1. The Equipment shall be complete in every respect with all mountings and testing and fixtures and standard accessories, which are normally supplied. The Supplier shall not be eligible for extra payment in respect of such mountings, fittings, fixtures and accessories which are needed for efficient and safe operation of the Equipment.

12.2. All similar components or parts of similar equipment supplied by the Seller shall be interchangeable with one another.

13. TOOLS, CONSUMABLES AND SPARE PARTS

13.1. The Tenderer shall provide installation, commissioning and maintenance tools and tackles at no additional cost, unless otherwise stated in the Tender Documents.

13.2. The Tenderer shall provide commissioning spares and consumables at no extra cost to the Purchaser.

13.3. Mandatory/ recommended spares for two years operation shall be quoted item wise.

14. PAYMENT TERMS

14.1 Payment through L/C (in case of Foreign Bidders only):

Where the payments are through L/C, payment of Supply value shall be 80% payment through irrevocable & unconfirmed LC with 120 days usance period from HAWB/Bill of lading date and balance 20% and E&C charges on satisfactory completion of E&C and issue of E&C Certificate. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, and training to operators etc. as envisaged in PO. The L/C shall be opened by BHEL as per following:

- (i) On receipt of acceptable CEBG but not earlier than 60 days of shipment date, an irrevocable unconfirmed L/C will be opened for 80% of the payment towards supply, due on shipment. L/C opening charges shall be in respective account. LC confirmation charges if any shall be on supplier accounts.

The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 14 days beyond the shipment date for negotiation of documents.

- (ii) 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 14 days as negotiation period.

This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the Guarantee period, from one of the Nationalised Banks in India or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO value. The PBG confirmation charges shall be borne by vendor.

Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.

14.2 Direct Payment (For Indigenous Bidder) :

80% of supply value plus 100 % taxes & duties shall be made within 90 days from the date of receipt of the equipment at BHEL Jhansi works and submission of clear and admissible bill, subject to the acceptance of material at BHEL Jhansi, on direct presentation of the documents. Balance 20% of supply value plus 100% of the E&C charges will be paid against E&C certificate issued by BHEL after successful commissioning of the equipment at BHEL Jhansi and submission of Performance Bank Guarantee of 10% basic order value valid for 24 months from commissioning with a further claim period of 3 months.

In case Erection & Commissioning is not required by us then 100% payment of Supply value shall be made within 90 days from the date of receipt of the equipment at BHEL Jhansi works and submission of clear and admissible bill, subject to the acceptance of material at BHEL Jhansi, on direct presentation of the documents and submission of Performance Bank Guarantee (PBG) valid for 3 months (Claim period) beyond the Guarantee period by Supplier from any of the Nationalised Banks or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value in the prescribed Format.

FOR MSME SUPPLIERS:- The bidders who are registered under micro & small categories (Refer MSMED Act 2006), Payment for 80 % of supply value plus 100 % taxes and duties shall be paid within 45 days (in place of 90 days as above) from the date of receipt of the equipment at BHEL Jhansi works and submission of clear and admissible bill, subject to the acceptance of material at

BHEL Jhansi ,on direct presentation of the documents.Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 3 months (claim period) beyond the Guarantee period by Supplier from any of the Nationalised Banks in India or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

Vendor has to submit the Udyog aadhar certificate along with their offer.

For Indian Suppliers, no LC payment will be done.

- 14.3 Installation and commissioning charges will be released after deduction of Income Tax as per the Govt. of India rules in force and after deduction of Works Contract Tax as per Govt of UP rules, if applicable. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Applicable service tax on Installation & Commissioning charges, if any, will be payable extra.

14.4 Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:

If payments terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of L/C in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

Additionally, for any deviation sought including as mentioned *above*, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:

- (a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.
- (b) On account of payment through LC (for foreign suppliers), if insisted by bidder, Bank charges shall also be loaded for the deviation in. (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

15. TAXES AND DUTIES ON INSTALLATION & COMMISSIONING:

15.1. Service Tax

- 15.1.1. The Service Tax on installation & commissioning services as applicable for this Contract will be paid by Purchaser separately. Therefore, contractor's price/ rates shall be exclusive of service tax on output services.
- 15.1.2. The Indian Contractor shall submit to Purchaser documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities. Contractor shall obtain prior written consent from Purchaser before billing the amount towards such taxes.
- 15.1.3. In case the Purchaser is asked to deduct any such tax and deposit the same with the appropriate authorities, the proof of such payment shall be provided to the Contractor. However, any penalty etc for any default by the Contractor imposed by the authorities shall be the sole responsibility of the Contractor.

15.2. Works Contract Tax

- 15.2.1. Although it is expected that the works contract tax will not be applicable as per laws in force in UP state, the Contractor shall make himself fully aware of the taxation requirements and take appropriate steps for complying with the regulations such as registering with the sales tax authorities of the state and paying the required tax, if applicable. Deduction of tax at source shall be made by the Purchaser, if required by law.
- 15.2.2. Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract and their return after execution of the work to the satisfaction of the Purchaser.

15.3. Income Tax

- 15.4. Income Tax at the prevailing rate on gross value of work done and applicable surcharge/ cess shall be deducted from the bills as per relevant rules unless exempted by the Income Tax Authorities.

16. NEW TAXES/ LEVIES

- 16.1. In case the Indian Government (Central/ State) imposes any new tax/ levy on the output services/ goods / work after the award of work, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the Contractor. However, in the event of delay in work execution attributable to the Contractor, the new taxes/ levies imposed during the delay period shall not be reimbursed to the Contractor.
- 16.2. In case any tax/levy/duty etc becomes applicable after the date of Bidder's offer, the Bidder/ Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 16.3. No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input (goods/ services/ work) shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.

16.4. Tax Deduction at Source

- 16.5. Installation and commissioning charges will be released after deduction of Income Tax as per the Govt. of India rules in force. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Service Tax on E&C charges will be payable extra, if applicable. The liability of depositing the same to the Govt. will be of the Supplier.

16.6. GST credit (for Indian Bidders only)

- 16.7. The price bid must indicate Tariff item number and rate of GST applicable. GST, ITC benefit shall be as per GST rules.

16.8. Bank Charges

- 16.9. All bank charges for negotiation of documents through bank shall be to the account of the Seller.
- 16.10. No interest, whatsoever, shall be payable by Purchaser on the CEBG/PBG deposit, any bank guarantee submitted or any amount due to the Seller by the Purchaser.

17. INVOICES AND PAYMENT DOCUMENTATION

- 17.1. Invoices shall be issued by the Supplier in the name of the Purchaser i.e. BHEL Jhansi.
- 17.2. The invoices shall contain the following information:
 - i) Item Description

- ii) Item no & quantity as per Purchase Order.
- iii) Gross amount payable and net amount payable.

17.3. The following documents shall be presented by the Supplier to the Purchaser for drawing payment:

- i) Signed Commercial invoice in quadruplicate.
- ii) Clean on board Bill of Lading/ Airway Bill (for foreign Suppliers)/ LR (or equivalent document for Indian Suppliers)
- iii) Packing list indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
- iv) Manufacturer's Inspection / Test certificate
- v) Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce (for foreign Suppliers).
- vi) Manufacturer's Guarantee / Warrantee certificate as per Purchase Order.
- vii) Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
- viii) Certificate from shipping company or its agent that the vessel is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India (for foreign Suppliers).

17.4. For foreign supplies, all documents shall show Purchase Order No and date, Import License No and date (if any) and Letter of Credit No and date. Loading on deck and trans-shipment will not be allowed.

17.5. The complete equipment shall be despatched in one lot. If, for any reason, a Vendor wants to despatch the equipment in more than one lot, it shall be only after written approval of the Purchaser. For this purpose, the Vendor shall submit to Purchaser a detailed list of items proposed to be despatched in various lots with price break-up for approval of the Purchaser.

17.6. Detailed procedure for preparation and submission of payment documentation will be provided by the Purchaser at a later stage.

18.0 Contract Execution Bank Guarantee (CEBG)

Bidder has to furnish CEBG for all POs where value (Supply + E&C) of each P.O. is estimated to be more than Rs. 10 lakhs.

The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. In case of payment made through LC for Foreign Supplier CEBG has to be furnished within 30 days but before L/C opening. CEBG shall be from one of the Nationalised Banks in India or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.

CEBG shall be kept valid until 30 days after the date of E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, and training to operators etc. as prescribed in PO.

If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.

This BG requirement is mandatory. If it is not accepted, the offer may be bypassed without any further intimation

19. PERFORMANCE BANK GUARANTEE (for order value more than Rs. ONE Lakh):

Performance Bank Guarantee (PBG) for 10% of basic value (Supply+ E&C) of the order (excluding taxes & duties) for satisfactory Performance of the equipment up to Guarantee period of 24 months with a further claim period of 3 months. This BG is to be submitted within 15 days of commissioning and CEBG will be released after receipt of PBG only. In case of failure of its submission within 15 days, we may encash the CEBG. The PBG shall be submitted as per Performa given in attached file. The BGs shall be established through a nationalised bank in India acceptable to the Purchaser. Co operative Bank guarantee is not acceptable to us. All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.

If vendor has submitted CEBG of 10% value (Supply +E&C) covering delivery, Erection, commissioning, 24 months Guarantee period from commissioning plus 30 days claim period after placement of PO then no separate PBG will be taken.

This BG requirement is mandatory. If it is not accepted, the offer may be bypassed without any further intimation.

20. EQUIPMENT GUARANTEE

The Equipment shall be guaranteed by the Vendor for a period of 24 (twenty four) months from the date of acceptance of the Equipment by the Purchaser. If order is to be splitted on Foreign supplier as well as Indian supplier then Total Guarantee of Equipment from design, manufacturing to erection & commissioning will be of foreign supplier only.

This requirement is mandatory, if it is not accepted, the offer may be bypassed without any further intimation.

21. Penalty for Delay in 'SUPPLY' and 'E&C':

21.1 Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply +E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

21.2 For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

21.3 Loading on account of non-acceptance of Penalty for delayed Supply and/or E&C shall be as under:

In case any bidder is not accepting the above penalty for delayed' Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder upto maximum 15% of Basic Price + E&C charges.

21.4 In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

21.5 Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him

22. RISK PURCHASE

If the Vendor is found to be not in a position to execute the Order in time, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase and/or complete the work from elsewhere at the risk and cost of the Vendor either the whole of the goods or any part which the supplier has failed to deliver/ despatch or complete the work within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore.

23. PURCHASER'S RIGHT OF REJECTION

- a. Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the Contract (whether with or without any test carried out by Seller or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the Equipment where so provided to the Purchaser, the Purchaser shall be entitled to reject the Equipment or any part, portion or consignment thereof, if such Equipment or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.
- b. Rejected goods or materials shall be removed by the Seller from the Site. The expenses to be incurred in respect thereof shall entirely be borne by the Seller.

24. INSURANCE

- a. Transit insurance for all supplies shall be arranged by the Supplier. In case Insurance is not covered under scope of supplier then Insurance shall be arranged by Purchaser and bid will be loaded suitably. However Vendor shall inform the Purchaser well in advance the despatch details before despatch of Equipment to enable Purchaser to arrange the insurance.
- b. Purchaser shall also arrange for insurance of the Equipment and materials covering the risk during storage, installation and commissioning at Site.

25. SHORT SHIPMENT / GUARANTEE REPLACEMENT

- a. Any shortages or damages during transit, transportation or handling at site, including at the time of installation and commissioning, shall be made good by the Seller/Contractor at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put in service. Shortages in sound cases shall also be replenished free of cost.
- b. In case of foreign supplies, customs duty (including any other duties and surcharges) levied in India on such supplies shall be borne by the Vendor. All such supplies shall be on FOR, BHEL Works basis and all taxes and duties shall be borne by the Vendor.
- c. Any replacements during the guarantee period shall be on FOR, BHEL Works basis and all

taxes and duties (including customs duty) shall be borne by the Vendor.

26. INSPECTION AND TESTING

- a. The Engineer/Inspector shall have at all reasonable time, access to the Supplier's premises or Works and shall have the power at all reasonable times to inspect drawings or any portion of the plant or examine the materials and workmanship of the power plant during its manufacture and if parts of the plant is being manufactured in other premises, the Supplier shall obtain permission for the Engineer/Inspector permission to inspect such equipment.
- b. The Supplier shall give the Engineer/Inspector 21 day's written notice of Equipment being ready for testing. Such tests shall be to the Supplier's account except for the expense of the Inspector and the Engineer/Inspector. Unless the inspection of the tests is virtually waived, the Inspector /Engineer shall attend such tests within 21 days of the date on which the plant is notified as being ready, failing which visit, the Supplier may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of the tests in triplicate. The equipment on which witnessing of tests is required, shall be mutually identified and agreed.
- c. When the factory tests have been completed at the works of the Vendor or Sub-Vendor, the Engineer/Inspector shall issue a certificate to this effect within fifteen days after completion of tests. If the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued after receipt of the Supplier's test certificate by the Engineer/Inspector. The completion of these tests or issue of the certificate shall not bind the Purchaser to accept the equipment should it, on further tests after installation, be found not to comply with the Contract.

27. PACKING

- a. The Supplier shall include and provide for secure protection and packing for the Equipment so as to avoid damages in transit to Site under proper conditions and he shall be responsible for all losses or damages caused or occasioned by any defect in packing.
- b. The Equipment shall be packed in suitable strong cases wherever essential. Large article such as bed plates which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected.
- c. Weight and dimension limitation for transport shall be followed.

28. QUALITY OF MATERIALS

- a. The plant shall be manufactured and constructed in the best workman like manner and with materials of the best or of approved qualities for their respective uses.
- b. A Quality Assurance Plan shall be submitted by the Vendor to the Purchaser giving details of manufacturing and testing standards and procedures for major equipment for his approval.
- c. Vendor shall purchase the bought out items only from vendors of repute and indicate the same to the Purchaser at the time of approval of drawings. Purchaser reserves the right to approve/ reject such vendors and visit / inspect the works of vendors and that of their sub-contractors before or after placement of order.

29. DESIGN IMPROVEMENT

- a. The Inspector or the Supplier may propose changes in the specification of the Equipment or quality thereof and if the parties agree upon any such changes the specifications shall be modified accordingly.
- b. If any such agreed upon change is such that it affects the price or delivery, the parties shall agree in writing as to the extent of any change in the price and/or delivery or both, before the Supplier proceeds with the change.

30. DRAWING / DATA APPROVAL

Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the Vendor and any delay on account of the same shall be the responsibility of the Vendor and will have no bearing on delay in delivery or applicable penalty.

31. ACCEPTANCE OF EQUIPMENT

- a. The Equipment will be accepted by the Purchaser after installation, testing and commissioning of the Equipment at Site and after completion of following activities.
 - i. All components and sub-assemblies of the Equipment have been properly assembled and tested.
 - ii. All facilities necessary for the safe and reliable operation of the Equipment have been properly installed and adjusted.
 - iii. The equipment can be safely placed in operation for its intended use.
 - iv. Spares, service tools and manuals have been delivered to the Purchaser.
 - v. On site training of the Purchaser's personnel have been completed as per Contract.
- b. A letter of Acceptance of Equipment shall be issued by the Site Engineer after acceptance of the Equipment.
- c. The guarantee period of the Equipment will start from the date of acceptance of Equipment by the Purchaser.

32. USE OF DRAWING/ DESIGN INFORMATION

- a. The Vendor shall undertake that the drawings / design / Information enclosed with the Tender / Order or sent to him subsequently is the property of BHEL and it will not be parted to any other agency and will also not be used for any purpose detrimental to the interests of BHEL.

33. PERFORMANCE GUARANTEE

- a. The Supplier guarantees that the Equipment will be new and in accordance with the specifications; that the Equipment will be free from defects in material and workmanship; and that the Equipment will meet the specified performance parameters
- b. For the guarantee period the Supplier shall be liable to repair or replace any defective parts that may develop in the Equipment of his own manufacture or those of his sub-Suppliers under conditions arising from faulty design, materials or workmanship; provided that notice of any such defects or failure to conform to the specifications is promptly

given within 30 days by the Purchaser to the Supplier.

- c. The acceptance of the plant by the Engineer shall, in no way, relieve the Supplier of his obligation under this clause.
- d. In the case of defective parts not repairable at site but essential in the meantime for commercial operation of the plant, the Supplier and Purchaser shall mutually agree to a programme of replacement or renewal which will minimise, to the maximum extent, interruption in the operation of the Equipment.
- e. If it becomes necessary to replace or renew any defective parts under this clause, the provisions of this clause shall apply to replaced part until 6 months from the date of replacement or until the expiration of original guarantee, whichever is later.
- f. Guarantee period for the Equipment shall be as specified in the Special Conditions of Contract.

34. PROGRESS REPORTS

- a. The Supplier shall furnish to the Purchaser Progress Reports of the equipment manufactured at the end of every months as per mutually agreed format.

35. REVERSE AUCTION (RA)

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

Information and general terms and conditions governing RA are given below.

1. For the proposed Reverse Auction, Only technically and commercially acceptable bidders shall be legible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the reverse auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on internet.
4. In case of Reverse Auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax/email the Reverse Auction Process Compliance form (Annexure IV)

provided before Reverse Auction along with Business Rules by the Service provider. This compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL has to provide the calculation sheets (e.g. Excel Sheets) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and Price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped / aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for Reverse Auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

36. HEALTH SAFETY & ENVIRONMENT (HSE)

- a. Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- b. Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- c. If any hazardous chemicals as per MSIHC (Manufacturing, storage and import of Hazardous Chemicals) Rules 2000 are used, the MSDS shall be provided, along with On site & Off site emergency plan (as applicable)
- d. The noise level at operator level shall be within acceptable range and shall be specified.
- e. OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- f. The machine / equipment shall be fitted with guard for rolling and moving parts and shall

comply with applicable OH&S legislations and Factories Act 1948

- g. The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval
- h. The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.
- i. Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment
- j. Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV./IR (Ultra violet / infra red) radiations, etc. shall be furnished, along with their concentrations and their TL V, (Threshold Limit Value).
- k. Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- l. All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc. shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- m. Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- n. Chemicals banned due to their negative impact on the environment shall not be used in the process.
- o. Fuels with sulphur content less than 0.05% shall be proposed.
- p. Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process.
- q. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, storage and Import of Hazardous Chemical 1989, etc. shall be followed
- r. Primary materials used in the equipment shall be specified and they shall be eco – friendly.

37. COOPERATION WITH OTHER VENDORS

- a. The Supplier shall agree to co-operate with the Purchaser's other suppliers and consulting engineers for associated equipment and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of equipment. No remuneration shall be claimed from the Purchaser for such technical co-operation. The inspector shall be provided with two copies of all correspondence addressed by the Supplier to other Suppliers in respect of such exchange of technical information

38. FORCE MAJEURE

- a. Notwithstanding anything contained in this Contract, neither the Supplier and nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or Purchaser has no control.

39. ARBITRATION

- a. The Purchaser and Supplier shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute can not be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the Purchaser, one appointed by the Supplier and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Jhansi Courts only.

40. CONTRACT LAW AND JURISDICTION

- a. This Contract shall be governed by the laws of India.
- b. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at New Delhi.

41. GUIDELINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- 41.1 BHEL shall deal directly with the foreign original equipment manufacturers (OEM) Foreign Principal, for all its purchases which are imported.
- 41.2 Wherever the foreign OEM / Principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated.

DEFINITION OF INDIAN AGENT

41.3 An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public Company, that carries out specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

41.4 TERMS REGARDING INDIAN AGENTS OF FOREIGN PRINCIPALS:

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM Foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier! Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives! associate! consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure -'A' shall apply in all such cases.
- viii. The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation', Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

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

--~X---

Annexure-A

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

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

2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/remuneration, if any, payable to his agents/representatives in India, may be paid by BHEL in Indian Rupees only.

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

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

2.2.2 The amount of commission! remuneration included in the price (s) quoted by the Tenderer for himself.

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

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

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

Annexure-B

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

* In all other cases, extent guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No.	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.1	Name of the chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2/4.3	Sales Tax/Tin No.
4.6	Service Tax No. (incase of E&C)
5.0	Organization strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/Partners, if related to any BHEL Employee
6.9	If any Ex BHEL personnel employed by the company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less).

Unpriced Price Bid

ANNEXURE I

Contract No: E7130852

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE in Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	HSN / SAC Code	SUPPLY PART 80% OF TOTAL VALUE (EXCL TAX) Rs. P	E&C PART 20% OF TOTAL VALUE (EXCL TAX) Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT in Words (EXCL GST)
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Design, Manufacturing, Supply, Erection & Commissioning of Bush Press Machine Capacity:50 Ton as per Spec. No. MT-6235.	Item1	1.00	NO			0.00		0.000	0.000	0.000	0.000	INR Zero Only
Total in Figures									0.000	0.000	0.000	0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only											

Annexure-II**NA FOR THIS TENDER****Price Bid to be submitted on the Letter Head of Bidder for Foreign Suppliers**

Sl.	Description	Qty Offered	Nos/ Sets	Price Per Unit in------(name of currency)	Total Price In ------(name of currency) of
A.1	Basic Price of equipment offered (description of item and details to be typed) including packing, forwarding, Sea/Air Freight & Insurance up to Mumbai port i.e CIF Mumbai basis (including Indigenous portion of supply, if any)				
A.2	Price of Mandatory/ O&M Spares (if any)/ Tooling etc required as per our specifications (Item wise details may be given in separate sheet) including packing, forwarding, freight & Insurance charges on FOR BHEL Jhansi basis.				
A	Total A.1+A.2				
B	Erection / Installation and commissioning charges (if any) including services to be rendered at BHEL like erection, commissioning, job proving, performance tests, training to operators etc.				
C	Present rate of applicable service tax (if any)				
D	Total cost to BHEL (A+B+C)				

**Signature and Seal of
Authorised signatory**

Note :

1. The above format is also to be used for submission of Blank price bid (After erasing prices), which has to be submitted along with technical offer.
2. Custom Duty , GST and Freight & Insurance charges from Mumbai Port to BHEL Jhansi will be added by BHEL to arrive the L1 Status.

ANNEXURE III FOR E7130852 – Bush Press machine

SL	<u>ADDITIONAL TERMS AND CONDITIONS</u>	<u>BIDDER'S RESPONSE</u> Supplier's confirmation/ comments (Tick appropriate Answer)
1	QUALIFICATION REQUIREMENT AS PER TENDER SPECIFICATION IS FILLED AND RELEVANT DOCUMENT SUBMITTED	[] YES
2	WE CONFIRM THAT OUR OFFER MEETS IN TOTO ALL THE TECHNICAL REQUIREMENTS AS GIVEN IN THE ENQUIRY ITEM DESCRIPTION, TECHNICAL SPECIFICATION, ANNEXURES & REMARKS OF THE TENDER.	[] ACCEPTED
3	NO TECHNICAL AND COMMERCIAL DEVIATIONS HAVE BEEN QUOTED.	[] ACCEPTED
4	BIDDER TO FILL AND SUBMIT BHEL TECHNICATION SPECIFICATION AS PER TENDER	[] ACCEPTED
5	BIDDER IS OEM OR AUTHORISED DEALER/PARTNER	[] OEM / [] AUTHORISED DEALER/PARTNER
6	L1 SHALL BE DECIDED ON OVERALL BASIS. (SUPPLY + E&C).	[] ACCEPTED
7	SCOPE OF SUPPLY (BID PRICE TO INCLUDE ALL COST COMPONENTS) : SUPPLY + ERECTION & COMMISSIONING(E&C) ACTUAL DELIVERY IS TO BE DONE AT FOLLOWING ADDRESS : MAIN STORES, BHEL FACTORY, TP JHANSI, UP 284120	[] ACCEPTED
8	KINDLY PROVIDE DELIVERY SCHEDULE FROM THE DATE OF PO. MAXIMUM DELIVERY SCHEDULE IS 05 MONTHS. (PLEASE NOTE AFTER EXPIRY OF THIS PERIOD, PENALTY DUE TO LATE DELIVERY WILL BE APPLICABLE)	MONTHS
9	DURATION FOR E&C AFTER CALL OF COMMISSIONING FROM BHEL - 2 MONTHS MAX.	[] ACCEPTED
10	TAXES & DUTIES TO BE QUOTED AS PER GST ACT 2017 PLEASE MENTION THE GST % ITEM WISE. IN CASE SAME GST IS APPLICABLE FOR ALL THE ITEMS, KINDLY MENTION IT CLEARLY.	%
11	IT MAY BE NOTED THAT, AS PER GST LAW, IT IS SUPPLIER'S RESPONSIBILITY, TO CLASSIFY THE PRODUCTS UNDER CORRECT HSN CLASSIFICATION AND PAY GST AS PER APPLICABLE RATES. ANY LIABILITY ARISING DUE TO INCORRECT HSN CLASSIFICATION LEADING TO INCORRECT PAYMENT OF GST RESTS WITH YOU.	[] ACCEPTED
12	ANY ADDITIONAL BENEFIT ACCRUING TO SUPPLIER DURING THE COURSE OF EXECUTION OF CONTRACT IN FORM OF INPUT TAX CREDIT RELATING TO SUBJECT ITEMS UNDER GST WILL BE PASSED ON TO BHEL.	[] ACCEPTED
13	THE BASIC RATE QUOTED IS INCLUSIVE OF PACKING & FORWARDING CHARGES. - NO EXTRA P&F CHARGES WILL BE GIVEN.	[] ACCEPTED
14	RATES QUOTED IN THE PRICE BID ARE ON FOR: BHEL, JHANSI FOR INDIAN SUPPLIERS (FREIGHT AND INSURANCE IN THE SCOPE OF THE SUPPLIER)	[] ACCEPTED
15	VALIDITY OF THE RATES QUOTED IS 180 DAYS FROM THE DATE OF OPENING OF TENDER	[] ACCEPTED
16	PRICES HAVE BEEN QUOTED ON "FIRM PRICE" BASIS ONLY.	[] ACCEPTED
17	REVERSE AUCTION : BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON (HTTPS://WWW.BHEL.COM/))FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG THE TECHNO-COMMERCIALY QUALIFIED BIDDERS. PRICE BIDS OF ALL TECHNO-COMMERCIALY 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.	[] ACCEPTED
18	INSPECTION/TEST/ACTIVITIES SHALL BE DONE AT SUPPLIER WORKS BEFORE DISPATCH AND AFTER RECEIPT OF MATERIAL AT BHEL, JHANSI IN LINE WITH SPECIFICATION.	[] ACCEPTED
19	GUARANTEE: 24 MONTHS FROM THE DATE OF ACCEPTANCE OF THE MACHINE. IN LINE WITH TECHNICAL SPECIFICATION.	[] ACCEPTED

SIGNATURE AND SEAL OF SUPPLIER

ANNEXURE III FOR E7130852 – Bush Press machine

SL	<u>ADDITIONAL TERMS AND CONDITIONS</u>	<u>BIDDER'S RESPONSE</u> Supplier's confirmation/ comments (Tick appropriate Answer)
20	EMD REQUIRED AS PER TENDER VALIDITY PERIOD OF 45 DAYS BEYOND FINAL BID VALIDITY PERIOD. THE FORMAT OF EMD IS ENCLOSED WITH BID (ANNEXURE F). VENDOR HAS TO FURNISH EMD, EARNEST MONEY DEPOSIT) ALONG WITH TECHNO COMMERCIAL BID IN FORM OF DEMAND DRAFT OR RTGS/NEFT/EFT . (ONLY IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED, JHANSI PAYABLE AT BHEL JHANSI) (BRANCH CODE-03807, ACCOUNT NO. 10670828866 IFSC CODE SBIN0003807/SWIFT CODE SBININBB498). A. THE EMD WILL BE FORFEITED, IF THE BIDDER WITHDRAWS OR AMENDS ITS/ HIS TENDER OR IMPAIR OR DEROGATE FROM TENDER IN ANY RESPECT WITHIN THE VALIDITY PERIOD OR IF SUCCESSFUL BIDDER FAILS TO FURNISH THE REQUIRED PERFORMANCE SECURITY WITHIN THE SPECIFIED TIME PERIOD MENTIONED IN THE TENDER. B. EMD SHALL BE REFUNDED FOR UNSUCCESSFUL BIDDERS. C. EMD SHALL NOT CARRY ANY INTEREST. D. OFFERS RECEIVED WITHOUT EMD SHALL NOT BE CONSIDERED. MODES OF DEPOSIT FOR EMD IS AS UNDER: A. ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT (BEFORE TENDER OPENING). B. BANKER'S CHEQUE /PAY ORDER/ DEMAND DRAFT, IN FAVOUR OF BHEL (ALONG WITH OFFER). C. FIXED DEPOSIT RECEIPT (FDR). D. BANK GUARANTEE FROM ANY SCHEDULED BANK	[] Not Applicable
21	STANDARD PAYMENT TERMS : NOTE : TOTAL QUOTED RATE = SUPPLY COST + E&C COST SUPPLY COST WILL BE CONSIDERED AS 80% OF TOTAL QUOTED RATES BY VENDOR E&C COST WILL BE CONSIDERED AS 20% OF TOTAL QUOTED RATES BY VENDOR. 80% OF ORDER VALUE (SUPPLY + E&C) = (100% OF SUPPLY VALUE) 20% OF ORDER VALUE (SUPPLY + E&C) = (100% OF E&C VALUE) A. 80% OF SUPPLY VALUE (I.E 64% OF TOTAL ORDER VALUE) PLUS 100 % TAXES & DUTIES SHALL BE MADE WITHIN 90 DAYS FROM THE DATE OF RECEIPT OF THE EQUIPMENT AT BHEL JHANSI WORKS AND SUBMISSION OF CLEAR AND ADMISSIBLE BILL, SUBJECT TO THE ACCEPTANCE OF MATERIAL AT BHEL JHANSI ,ON DIRECT PRESENTATION OF THE DOCUMENTS. BALANCE 20% OF SUPPLY VALUE PLUS 100% OF THE E&C (I. E 36 % OF TOTAL ORDER VALUE) WILL BE PAID AGAINST E&C CERTIFICATE ISSUED BY BHEL AFTER SUCCESSFUL COMMISSIONING OF THE EQUIPMENT AT BHEL JHANSI AND SUBMISSION OF PERFORMANCE BANK GUARANTEE OF 10% BASIC ORDER VALUE VALID FOR 24 MONTHS FROM COMPLETION OF COMMISSIONING WITH A FURTHER CLAIM PERIOD OF 3 MONTHS. OR B. THE BIDDERS WHO ARE REGISTERED UNDER MICRO & SMALL CATEGORIES (REFER MSMED ACT 2006). 80% OF SUPPLY VALUE (I.E 64% OF TOTAL ORDER VALUE) PLUS 100 % TAXES & DUTIES SHALL BE MADE WITHIN 45 DAYS FROM THE DATE OF RECEIPT OF THE EQUIPMENT AT BHEL JHANSI WORKS AND SUBMISSION OF CLEAR AND ADMISSIBLE BILL, SUBJECT TO THE ACCEPTANCE OF MATERIAL AT BHEL JHANSI ,ON DIRECT PRESENTATION OF THE DOCUMENTS. BALANCE 20% OF SUPPLY VALUE PLUS 100% OF THE E&C CHARGES (I. E 36% OF TOTAL ORDER VALUE) WILL BE PAID AGAINST E&C CERTIFICATE ISSUED BY BHEL AFTER SUCCESSFUL COMMISSIONING OF THE EQUIPMENT AT BHEL JHANSI AND SUBMISSION OF PERFORMANCE BANK GUARANTEE OF 10% BASIC ORDER VALUE VALID FOR 24 MONTHS FROM COMPLETION OF COMMISSIONING WITH A FURTHER CLAIM PERIOD OF 3 MONTHS.	[] ACCEPTED
22	MSME STATUS	[] MANUFACTURER/[]TRADER/SERVICE
23	COPY OF UDYAM CERTIFICATE / PAN /GSTIN DOCUMENT TO BE SUBMITTED	[] SUBMITTED
24	LD/PENALTY CLAUSE AS PER TERMS AND CONDITIONS (LD SHALL BE APPLICABLE ON DELAY IN SUBMISSION OF SUPPLY AND E&C) PENALTY ON DELAY IN 'SUPPLY' AND/OR 'E&C' WILL BE APPLICABLE TO THE DELAYS	[] ACCEPTED

SIGNATURE AND SEAL OF SUPPLIER

ANNEXURE III FOR E7130852 – Bush Press machine

SL	<u>ADDITIONAL TERMS AND CONDITIONS</u>	<u>BIDDER'S RESPONSE</u> Supplier's confirmation/ comments (Tick appropriate Answer)
	ATTRIBUTED TO VENDOR. PENALTY WILL BE CONSIDERED SEPARATELY FOR 'SUPPLY' AND 'E&C'. THE RATE OF PENALTY FOR DELAYED SUPPLY SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY + E&C) IN SUPPLY SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C). THE RATE OF PENALTY FOR DELAYED E&C SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY + E&C) IN E&C SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C). FOR THE PURPOSE OF PENALTY FOR DELAY IN E&C OF THE EQUIPMENT THE DURATION WILL BE RECKONED FROM THE DATE OF CALL OF COMMISSIONING BY BHEL TO VENDOR FOR READINESS OF SITE MAXIMUM PENALTY FOR DELAY IN SUPPLY AND E&C TOGETHER SHALL BE LIMITED TO 15% OF TOTAL PO VALUE (SUPPLY + E&C).	
25	BREACH OF CONTRACT: IN CASE OF BREACH OF CONTRACT, WHATEVER THE VALUE OF SECURITY INSTRUMENTS LIKE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT TO BE ENCASHED.	☐ ACCEPTED
26	COPY OF UNPRICED PRICE BID (AS PER ANNEXURE-I) IS SUBMITTED AS PER BHEL FORMATS.	☐ SUBMITTED
27	INTEGRITY PACT AS PER ANNEXURE 1	☐ Not Applicable
28	CONTRACT EXECUTION BANK GUARANTEE (CEBG)- AS PER SL NO 18 OF CAPITAL TERMS AND CONDITION – CEBG OF 10% OF BASIC ORDER VALUE IS REQUIRED IN THE PRESCRIBED FORMAT (ANNEXURE B) WITHIN 30 DAYS FROM THE DATE OF P.O. CEBG SHALL BE KEPT VALID UNTIL 30 DAYS AFTER THE DATE OF E&C CERTIFICATE, WHICH WILL BE ISSUED ON COMPLETION OF ERECTION & COMMISSIONING OF EQUIPMENT WHICH INCLUDES ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, AND TRAINING TO OPERATORS ETC. IF THE SUPPLIER FAILS TO SUBMIT THE CEBG EVEN WITHIN 60 DAYS FROM THE DATE OF PO, BHEL RESERVES THE RIGHT TO CANCEL PO. (NOTE- IF VENDOR HAS SUBMITTED CEBG OF 10% VALUE (SUPPLY +E&C) COVERING DELIVERY, ERECTION, COMMISSIONING, 24 MONTHS GUARANTEE PERIOD FROM COMMISSIONING PLUS 30 DAYS CLAIM PERIOD AFTER PLACEMENT OF PO THEN NO SEPARATE PBG WILL BE REQUIRED).	☐ ACCEPTED
29	PERFORMANCE BANK GUARANTEE (PBG) AS PER SL NO 19 OF CAPITAL TERMS AND CONDITION – PBG OF 10% OF BASIC ORDER VALUE IS REQUIRED FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ACCEPTANCE OF ITEM (DATE OF ISSUE OF E&C CERTIFICATE) AND FURTHER CLAIM PERIOD OF 3 MONTHS I.E. 24+3=27 MONTHS. (PLEASE NOTE: THE ABOVE EPBG PERCENTAGE (10% OF PO VALUE/GEM CONTRACT VALUE) WILL SUPERSEDE THE EPBG MENTIONED IN THE GEM BID. THE PBG SHALL BE SUBMITTED AS PER GEM FORMAT/BHEL FORMAT (ANNEXURE D). THE PBG SHOULD REMAIN VALID FOR A PERIOD 3 MONTHS BEYOND THE DATE OF COMPLETION OF ALL CONTRACTUAL OBLIGATIONS OF THE SUPPLIER, INCLUDING WARRANTY/GUARANTEE OBLIGATIONS	☐ ACCEPTED
30	FOR THE 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 THE DEPTT. 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. VENDORS SHALL HAVE TO DECLARE FOLLOWING DETAILS IN THEIR OFFER- (A) PERCENTAGE OF LOCAL CONTENT	☐ SUBMITTED % LOCAL CONTENT

SIGNATURE AND SEAL OF SUPPLIER

ANNEXURE III FOR E7130852 – Bush Press machine

SL	<u>ADDITIONAL TERMS AND CONDITIONS</u>	<u>BIDDER'S RESPONSE</u> Supplier's confirmation/ comments (Tick appropriate Answer)
	(B) SELF CERTIFICATION OF LOCAL CONTENT. (C) DETAILS OF LOCATION(S) OF LOCAL VALUE ADDITION.	
31	SELF CERTIFICATION FOR CONFLICT OF INTEREST TERMS AS PER TENDER	☐ SUBMITTED
32	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.	☐ ACCEPTED
33	"THE BIDDER ALONG WITH ITS ASSOCIATE/COLLABORATORS/SUB-CONTRACTORS /SUB-VENDORS / CONSULTANTS / SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE HTTP://WWW.BHEL.COM AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE."	☐ ACCEPTED
34	ALL THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A R03) ENCLOSED WITH THE ENQUIRY HAVE BEEN READ BY US AND WE CONFIRM ACCEPTANCE OF ALL THE GENERAL TERMS & CONDITIONS OF ENQUIRY.	☐ ACCEPTED
35	IT IS CONFIRMED THAT ALL THE CAPITAL TERMS & CONDITIONS REV-05 DT 04.09.19 ATTACHED ALONG WITH ENQUIRY HAVE BEEN READ BY US AND WE CONFIRM ACCEPTANCE OF THE SAME.	☐ ACCEPTED
36	I CERTIFY THAT- (A) I AM NOT SUSPENDED BY BHEL JHANSI OR ANY OTHER UNIT/OFFICE OF BHEL OR ANY OTHER GOVERNMENT ORGANIZATION, AND (B) I AM NOT GUILTY BY COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE.	☐ ACCEPTED
	Note: Commercial terms and conditions mentioned in above format will be considered as final. If these conditions are given elsewhere then they will not be considered. In case of ambiguity, conditions mentioned in this sheet will be final.	

SIGNATURE AND SEAL OF SUPPLIER

ANNEXURE-IV**A. CAPACITY DETAILS:**

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & Name of Customer*)		
Liquidation Plan of all machines including BHEL Machine		

*If any bidder is unable to give name of ALL customer (s) due to confidentiality restriction, they may give details without disclosing such customer's identity.

B. DETAILS OF COMPANY PERFORMANCE

Details of Purchase Orders to be considered in last 5 years shall include (i) Last 5 years POs fully executed and (ii) All Pos overdue for supply and /or E&C details of all machines in the PO to be given.

Sl.No.	Name of M/c with broad specs.	Name of BHEL Unit	P.O. No. & Date	P.O Value	Supply Date		Erection & Commissioning		Reason of delay, if any
					As per P.O.	Actual / Likely	E&C period incl. job prove out as agreed (in days)	Actual / Likely period of E&C completion (in days)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.									
2.									
3.									
4.									

Note:

1. In case bidder has not received any Purchase Order-in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
2. Reasons for delay to be explained in details.
3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder

ANNEXURE-V
Format for Review & Recertification of present MSMED status

This is to Certify that M/s.....
, having its registration office at
 is registered under MSMED Act
 2006 (Regn No:....., dtd:....., Category:.....
 (Micro/Small/Medium)). (Enclose MSMED Registration Certificate)

Further certified that the investment of the company as on date..... as per MSMED Act 2006 is
 as follows:

- 1. For Manufacture Enterprises:** Investment in plant and machinery i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 (Annexure I):

Rs.....Lacs

- 2. For Service Enterprises:** Investment in equipment i.e original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for
 (Micro/Small/Medium) Category under MSMED Act 2006. Company will
 intimate to BHEL Jhansi in case change of investment if any exceeds the above permissible limit, in future
 with proper supporting documents.

Category of the Owner/ Director of company is: (SC/ST/OBC/Minor/Others)

(Submit proof in case of SC/ST/OBC)

Date :

Verified by

Name & Signature
 Of Company authorized Signatory

Name & Signature
 of Chartered Accountant

Permissible Limit As per MSMED Act 2006:

Manufacture Enterprise			Service Enterprise		
	Plant & Machineries Limit			Equipment Limit	
Micro		< 25.0 Lakhs	Micro		< 10.0 Lakhs
Small	>= 25.0 Lakhs	< 5.0 Crores	Small	>= 10.0 Lakhs	< 2.0 Crores
Medium	>= 5.0 Crores	< 10.0 Crores	Medium	>= 2.0 Crores	< 5.0 Crores

As per Ministry of small scale industries notification dated 5th October, 2006, the investment in Plant & Machinery to in respective limits is the original price, irrespective of whether the plant & machinery are **new or second hand**. In respect of imported machinery, the following is to be *included* in calculating the value:

- import duty (excluding miscellaneous expenses such as transportation from the port to the site of the factory, demurrage paid at the port);
- shipping charges;
- customs clearance charges and
- sales tax or value added tax.

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 1 of 12

SN	Description
1	General:
A	These general terms & conditions 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., Jhansi (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
B	Special / supplementary enquiry conditions& Mandatory Sheet requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated.. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part –II bids, as the case may be. <u>Part – I bid</u> In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) technical offer, (ii) Mandatory Sheet, (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT),and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover <u>Part –II Bid wherever Reverse Auction is not called for</u> Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover items should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover <u>Part –II Bid wherever Reverse Auction is called for</u> Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. Wherever, BHEL informs that it proposes to conduct Reverse Auction for many items in the tender and where evaluation of the tender is on individual item basis, separate Part – II bids are to be submitted for each of the item. The Price bid Cover for each of the items should have Enquiry No., Part II Bid, Item no of Enquiry, and Bidder's name indicated on the Cover The 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., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date. In case, the bids are not submitted in the manner stated above, the offer of the bidder(s) are liable to be rejected. It is preferred that offers are sent in sealed envelope. However, if the bidder choses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects.. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in , wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other E mail ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.
C	Wherever BHEL proposes to issue tender through e –procurement, the same philosophy as mentioned in 2B above is ensured through suitable system locks.
D	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered

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	BHEL reserves the right to go for Reverse Auction (RA) (as per Guidelines available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
E	The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be processed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)
F	The goods offered shall conform to BHEL specifications / drawings and / or Indian / International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
G	Offers shall be submitted directly by vendor or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
H	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
I	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>30 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
J	- 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. - 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 asked for in the enquiry. - In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	The bidders will submit Integrity Pact, duly signed by its authorized signatory, if called for in the enquiry.
L	Wherever the enquiry is issued to unregistered vendor referred by BHEL Customer, the bidder shall submit the Supplier Registration Form (SRF) online at www.bhel.com and submit the signed copy of the duly filled-in SRF along with the bid. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid and if allotted permanent code before the date of price bid opening.
M	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
N	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No, Item no. and the consignee details.
O	Goods shall be consigned to Manager , Stores (CRX), BHEL, Jhansi - 284120, India, unless otherwise specified in the PO.
P	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vendor_registration/vendor.php

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Q	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bheljhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
R	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
S	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
T	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.
U	Due to large qty. requirement, we may finalize the tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to the capacity quoted by the bidder. Indicate your committed capacity for the item(s) tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of the Purchase Order / Contract. Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) responses. The manner and proportion of distribution shall be mentioned in the specific enquiry. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder. While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off. For eg : If an allocation of 40% quantity results in 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units The distribution shall be based on the acceptance given by bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder (s). Wherever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder While the above pattern shall also be followed in long term framework agreements (FA), performance of the suppliers shall be monitored periodically, and the loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. In view of these factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against the defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of the defaulting supplier(s) may be re-distributed amongst other performing and willing vendors of the FA..
V	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u>
3	Vendor's particulars & logistics information
	Bidder to provide contact details and all logistical information as called for in the Mandatory Sheet enclosed to this enquiry
4	Delivery Schedule & Completion date
A	• 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. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.

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B.	In case of foreign supplies, bidders are to quote for CIF/CFR delivery terms .For CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.
C.	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
D	In case of unreasonable delivery quoted by the bidders, BHEL reserves the right to reject such offers.
5	Transit Insurance
	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 Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
6	Delivery Terms
A	Indigenous Purchase
	Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry. In case the bidder quotes on Ex-Works, the offer of such bidder(s) is/are liable to be rejected. Wherever the PO terms mentions delivery terms as FOR Destination basis, and In the event of supplier having supplied the material by BHEL Truck / Vehicles as per BHEL transportation rate contract, thus causing BHEL to bear the freight charges, the corresponding amount ,incurred / estimated, shall be deducted from the bills of the Supplier.
B	Foreign Purchase – Imports
	1. Goods shall be dispatched by sea on CIF/CFR basis, unless stated otherwise in the enquiry or purchase order. The destination shall at Navsheva, Mumbai for LCL/Breakbulk Cargo and ICD, Mandideep, Madhya Pradesh for FCL Cargo 2. If air freight is called for in the enquiry, the goods shall be delivered on FCA basis to the named Airport 3. Please visit BHEL Jhansi web site www.bheljhs.co.infor details of named Airports. . Name of the airport so chosen by the Seller shall be indicated by the Bidder in his offer. 4. Goods shall be handled for air freight by BHEL's freight forwarder only, under FCA contracts and HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.
C	• In the event of bidder offering CFR or CIF delivery terms for delivery in FCL(Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. • <u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</u> •
7	Force Majeure
	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account.

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	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.
8	LD / Penalty for delayed performance.
A	I. Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. II. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the undelivered portion . III. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value inclusive of E&C charges. (15%) IV. Wherever Erection & Commissioning (E& C) is called for, the vendor is provided a stipulated period from date of site readiness. LD shall be applicable for any delay beyond the stipulated period mentioned in the PO. V. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value. VI. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value) For the sake of clarity – Total order value means purchase order value (exclusive of taxes), Undelivered portion means , the delayed portion for the given lot. In case a supply is rejected and the same is replaced at a later date, the date of replacement of accepted supply shall be reckoned for calculation of LD
B	In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
C	In case of Ex works Delivery terms for Indigenous supplies, the date LR shall be reckoned for LD deduction. In case of FOR Delivery terms, the date of entry in BHEL Jhansi (CISF date) shall be reckoned for LD deduction. In case of FCA Delivery terms / Ex Works Delivery terms of Foreign supplies , the date Invoice / Packing List / Test Certificate, whichever date is later, shall be reckoned for LD deduction. In case of FOB / CIF / CFR / CIP Delivery terms, the date of Bill of Lading , shall be reckoned for LD deduction.
	Risk Purchase.
C	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material(of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL . Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the “ Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php
9	Indian Agents and Agency commission
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement. The agency agreement should specify the precise relationship between the foreign OEM / foreign Principal and their Indian Agent. Any payment which the Indian agent receives in India or abroad from the OEM, whether as commission or as a general retainer fee, should be brought on record in the agency agreement.
B	The CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted 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 selling rate prevailing on the date of (a_ technical bid opening, or (b) price bid opening, or (c) date of invoice, shall be considered for computation of Agency commission.
C	Be it a case of a Foreign / Indigenous Principal or OEM, 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 both submit a bid in the tender, then the bid of OEM only shall be opened

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D	Be it a case of a Foreign / Indigenous Principal or OEM, 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.
10	Documentation:
A	Indigenous Purchase
	Immediately on despatch of Goods, the following documents shall be necessarily sent by the Seller to the respective address(es) mentioned below
(a).	Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230
	Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable
(b)	Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120
	Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO
(c)	Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120
	Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR
	In case any other documents are required, the distribution of such documents will be specified in the Purchase order.
	Further, if specified in the Purchase order, all the details and copies of documents have to be uploaded by Supplier on BHEL portal before despatch of Goods
B	Foreign Purchase – Imports
	Seller shall send 1 set of following documents, in English, within 7 days of BL date by courier to the Purchaser 1. Original Clean on board Bill of lading. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, net weight, CBM (cubic metre) volume, No. of packages with Dimensions of each package. 3. Original certificate of Country of Origin issued by Chamber of Commerce 4. One set of Original test certificates and O&M manual where called for. 5. Fumigation certificate wherever cargo is packed in wooden packing or packing of Plant origin material is used. In case the Seller decides to negotiate all 3 originals of BL through negotiating Bank, non-negotiable documents (NND) consisting of copy of BL / HAWB & all originals at sl.no. 10-B2 to B5 will be couriered to Purchaser. Soft Copy of documents at sl. 10-B1 to B5 will also be sent by e-mail to the Purchaser at the e-mail address given in the PO. 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.
C	In case of incomplete documentation, the communication shall be provided to supplier. The delays in submission of documentation by the supplier shall be reckoned while releasing payments to the Supplier
11	Pricing Terms
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.

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12	Price Validity :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date. The prices quoted for spare parts of the main equipment shall be kept valid for a period of 180 days from the date of placement of PO for the main equipment.
13	Taxes & Duties - Indigenous Purchase
A	The Taxes and duties as applicable shall be payable extra which may include GST against Gate pass- The Seller shall clearly indicate extent of taxes as applicable in his techno commercial bid. In the event of vendor failing to furnish valid GST invoices with appropriate HSN Code , amount corresponding to GST will be disallowed by BHEL while making payments. Bidders to ensure applicability of IGST / CGST/SGST based on the Inter / Intrastate movement of goods. GST Registration Number (GSTIN) should be clearly mentioned on the vendor's quotation. Please quote our IGST registration number 09AAACB4146P2ZC in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL- Jhansi due to any default of supplier under GST such implication shall be to supplier's account. GST shall be levied on LD and the relevant tax invoice shall be provided to vendors for availing credit. In case of directly despatchable items to Customer's Site, Supplier to bill to BHEL Jhansi at its GST Account number 09AAACB4146P2ZC and ship to the respective Customer Since, input credit of GST will be available to BHEL-Jhansi only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Jhansi on matching of vendor inputs at GST portal and after ensuring availability of input credit to BHEL-Jhansi. Payment of tax shall be done only after availing matching ITC, in all cases where bills are submitted directly to BHEL-Jhansi or through bank or under LC or through any other mode. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon. In case of any changes in statutory laws w.r.t. taxes and duties, the same shall be applicable at the given point of time.
B	<i>Wherever GST is not applicable, the tax and duty structure , as applicable, is to be complied by the seller.</i>
14	Taxes & Duties - Foreign Purchase – Imports
A	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 FCA / CFR/CIF price.
15	Payment Terms-
A	Indigenous: 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents.. Payments to vendors who are seeking benefits under MSME act shall not be entertained if the Udyog Aadhar Memorandum (UAM) submitted by them is not valid on the date of Purchase Order and date of supply (SRV Date of BHEL) . It is hence in the interest of the vendor that they validate the status of UAM regularly with 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(as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.

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	All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications sought , the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of submission of clear and admissible bill.						
B	Foreign: 100% against irrevocable, unconfirmed LC, payable within 120 days of the bill of lading (BL) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate (as on date of Part I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise. Payment terms of CAD payable on 120 th day of BL / HAWB date shall be preferred.						
C	While there could be exceptional situations wherein the payment may be delayed beyond the stipulated time mentioned above, it is clarified that BHEL shall not pay any interest on such delays						
D	In case of any disagreement between BHEL and the Supplier on any part of the bill, such part shall be severed from the rest and payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration, etc						
16	Inspection of Goods						
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.						
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.						
C	All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.						
D	<u>Undertaking to be provided by Suppliers before despatch</u> : The suppliers , before despatching the jobs, shall provide an undertaking on their letterhead, that the jobs have been made as per BHEL Specification / Drawings, that the test results meet the specified parameters of the drawing / specification, that the supplies have been inspected as per Quality Plan (if called for in the Purchase Order), that on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant, that in case the material is accepted with deviationst wherever rectifications / rework is observed, that the Supplier shall be given seven days notice to attend to the work and if the Supplier does not attend the rectifications in the said period, BHEL shall reserve the right for suitable deductions. Despatch clearance shall be given when the Supplier provides the above undertaking (as per Annexure I) to BHEL						
E	<u>Uploading despatch information on BHEL SIP</u> The supplier has to upload despatch information details by logging in at ' Supplier Information Portal ' of BHEL Jhansi website using their User name (Vendor Code) and Password. Subsequently, the supplier has to click at the link' Update Consignment details ' provided therein.Submitting ' Despatch Intimation ' is mandatory . All supplies arriving (reaching BHEL Jhansi) will be allowed inside CISF Material gate of BHEL Jhansi only if the supplier has submitted online Despatch Intimation. The following documents are necessary before entry of material at our Material Gate : <table border="1" data-bbox="247 1848 1460 2004"> <tr> <td>1</td><td>GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies</td></tr> <tr> <td>2</td><td>Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).</td></tr> <tr> <td>3</td><td>'Despatch Intimation' (Printout required).</td></tr> </table>	1	GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies	2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).	3	'Despatch Intimation' (Printout required).
1	GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies						
2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).						
3	'Despatch Intimation' (Printout required).						

	The following documents are additionally required for SRV clearance if they are called for in the Purchase Order (PO): <table border="1" data-bbox="252 353 1460 448"> <tr> <td>4</td><td>Complete Test certificates/Inspection reports</td></tr> <tr> <td>5</td><td>Guarantee certificates</td></tr> <tr> <td>6</td><td>Any other document as called for</td></tr> </table> Following may be required for SRV preparation depending on the nature of material being supplied: <table border="1" data-bbox="252 571 1460 689"> <tr> <td>7</td><td>Packing lists, wherever applicable.</td></tr> <tr> <td>8</td><td>Weighment slip.</td></tr> </table> A cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) shall be deducted from supplier bills in case supplier has failed to upload the despatch information on Supplier Information Portal	4	Complete Test certificates/Inspection reports	5	Guarantee certificates	6	Any other document as called for	7	Packing lists, wherever applicable.	8	Weighment slip.
4	Complete Test certificates/Inspection reports										
5	Guarantee certificates										
6	Any other document as called for										
7	Packing lists, wherever applicable.										
8	Weighment slip.										
E	Material despatched one month prior to the date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM Material despatched 10 weeks after date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM										
17	Warranty , Corresponding Repairs / Replacement of Goods, and Deductions										
A	Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi However, wherever erection & commissioning also is in the scope of the bidder, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later. In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected. If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.										
18	Evaluation and Loading Criteria:										
	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ CST/Service Tax/Entry Tax or any other tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Free Trade Agreement (FTA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed										

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	concessional duty benefits in India, the cost incurred owing to consequent delays, detention and demurrage thereof, will be to the Seller's account. To arrive at the Delivered Cost, the quoted price shall be suitably loaded, the details of which are mentioned in this annexure / special remarks of the enquiry. In case of any additional techno commercial deviations, for which the loading criterion is required to be framed after opening of techno commercial bid, such criteria shall be communicated to all qualified bidders before price bid opening.
19	Non-Disclosure Agreement
	All Drawing and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u>
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non placement of PO or contract / short closure of PO or contract.
21	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	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 normally be in Indian Currency from the Consortium Banks of BHEL / as specified in the specific Enquiry
B	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.
22	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
A	MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in " Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again. It is hence in the interest of the supplier that they validate the status of UAM regularly with BHEL, if they would like to avail intended benefits under MSME Act.
B	Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
C	In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.

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	The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.
D	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
23	Benefits earmarked to suppliers for Purchase under 'MAKE IN INDIA'
	As part of minimizing import content, Government of India, vide order no P-45021/2/2017-B.E.-II dated 15.06.2017, under the subject – Public Procurement (Preference to Make in India) -- has set the initiatives to encourage and promote indigenously manufactured goods within India and services provided by sources within India. . In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local suppliers) are given purchase preference and are entitled to benefits in the tender
A	Definitions
(i)	Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value , in percent . Presently, the minimum local content required is 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
(ii)	Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.
B	Conditions under which preference is given
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs 50 lakhs, provisions of 23(B) (ii) and 23(B)(iii) shall apply.
(ii)	If the procurement of goods are not covered by 23(B)(i) and are divisible in nature, the following procedure shall be followed :
a	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity , subject to the local supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
iii	If the procurement of goods are not covered by 23(B)(ii) and are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed :
a	If L1 is a local supplier, the order shall be awarded to local supplier
b	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1 price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may be awarded to the L1 bidder.
C	Exemption of small purchases
	Notwithstanding anything contained at clause 23B above, procurements where the estimated value of procurement is less than Rs 5 lakhs are exempt and purchase preference shall not be accorded in such cases.

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D	Verification of local content
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of Business dealings with Suppliers
E	In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.
24	Fraud Prevention
	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice
25	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
	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 Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
27	Conciliation
	BHEL and bidder agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the terms and conditions of order, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.
28	General
	The Bidder shall keep a track of any changes by visiting the Supplier Information Portal of BHEL, Jhansi at https://www.bheljhs.co.in/apps/sip/index.php

ANNEXURE B

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee

is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

- ¹ ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
- ² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .
- ³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- ⁴ CONTRACT VALUE
- ⁵ BG AMOUNT IN FIGURES AND WORDS
- ⁶ VALIDITY DATE
- ⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE D

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority; our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

10/1/05

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

¹ NAME AND ADDRESS OF EMPLOYER i.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

List of Consortium Banks (As on 22.02.2017)			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

SELF CERTIFICATION REQUIRED FROM SUPPLIER

Conflict of Interest among Bidders/ Agents

*"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:*

*a) they have controlling partner (s) in common; **or***

*b) they receive **or** have received any direct or indirect subsidy/ financial stake from any of them; **or***

*c) they have the same legal representative/agent for purposes of this bid; **or***

*d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or***

*e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or***

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
- 2. Indian/foreign agent on behalf of only one principal; **or***

or

*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. "*



GUIDELINES FOR REVERSE AUCTION - 2021

(AA:SSP:RA:05 dated 08.03.2021)

Record of Amendments		
Amendment No.	Date of issue	Remarks
01	10.03.2021	Clause 10.1 modified
02	02.09.2023	Clause 10.1 modified

BHEL, New Delhi

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form signed by all the participating bidders before RA event.

Guidelines for Reverse Auction – 2021

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Dated: 08.03.2021

amdt02 dated 02.09.2023

- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

- 10.1 Reverse Auction will be conducted if two or more bidders are technologically qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, [provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}](#).

In case of multiple H1 bidders, all H1 bidders ([except](#) MSEs and bidders qualifying under PPP-MII, Order 2017, [who are within the margin of purchase preference](#)) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

- 10.2 During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.
- 10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

11.0 Processing of case after RA

- 11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.

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13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

---XXX---

ABRIDGED VERSION

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Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. **Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}: ;{start time}: ;{Close Time: }.

3. **Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...}

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minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids

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made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer.

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During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory

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signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen

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contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

ABRIDGED VERSION

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (“**Agreement**”) is made and executed on thisday of, 2023,

BY AND BETWEEN

Bharat Heavy Electricals Limited, a company incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi, 110-049, India and inter alia its office at Transformer Plant, Jhansi, 284120 U.P.(hereinafter referred to as “**BHEL**” which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns

AND

XYZ Ltd., a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at XXXX – (hereinafter referred to as “**XYZ**” which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns supplier of required tender item.

*(Each reference to “**XYZ**” in this Agreement shall be deemed to include its respective subsidiaries, affiliates and sister companies or any other organization in which **XYZ** has an ownership stake or over which **XYZ** can exert control, each of which/such party shall cause to observe the requirements of this Agreement with respect to the information disclosed by **BHEL** to **XYZ** under this Agreement)*

The BHEL and the XYZ are hereinafter collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS

- (i) BHEL has floated a tender no.- xxxx for procurement of xxxxx (hereinafter referred as “**PROJECT/ TENDER**”)
- (ii) AND WHEREAS BHEL (Disclosing Party) needs to share CONFIDENTIAL INFORMATION with XYZ (Receiving Party), as per **PROJECT / TENDER** Requirements.
- (iii) NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter, the parties hereto have agreed and do hereby agree as follows.

Definition of Confidential Information

1. For purposes of this Agreement, “**Confidential Information**” shall mean any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to (1) any scientific or technical information, relating to the invention, design, process, procedure, formula, improvement, technology, method for operation and manufacture of products (2) manufacturing drawing and all information referred to in such manufacturing drawings (3) all type of data collected either from either parties to this agreement or any existing, potential, past customer of either parties to this agreement during

interview, survey or through telephonic conversation, letters or any other means while and during carrying out the assignment mentioned above (4) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets (5) marketing studies, strategies, or projections, operations, business plans and performance results relating to the past,; (6) information, documents and materials relating to the financial management and other business conditions, prospects, plans, procedures and affairs which either parties to this agreement holds confidential or considers proprietary and has not publicly disclosed and (7) names of developmental programs, sales or marketing plans, or references to next generation products and new product introductions, which is transmitted or communicated by ICF to the party of the other part of this agreement.

Provided that information disclosed orally or by observation will be treated as **Proprietary Information**, only if the same is confirmed as confidential in writing within a period of three (3) days from its disclosure;

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

TERMS AND CONDITIONS

2. Confidentiality Obligations:

- a. All Proprietary Information and confidential information which is transmitted or communicated by Disclosing Party shall in all cases be held in confidence by Receiving Party and it shall not directly or indirectly, in any way, reveal, report, publish and disclose or transfer to any third party unless written consent of the Disclosing Party is first obtained. Except that, Receiving Party has the absolute right to disclose such information to its own employees, consultants and representatives who are bound by an obligation of confidentiality and who need to know such information for the PROJECT/ TENDER specified hereinabove.
- b. Receiving Party shall advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- c. Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or

implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

- d. Receiving Party agrees to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; For the purpose of protecting Proprietary Information received from Disclosing Party hereunder, Receiving Party will use efforts commensurate with those it employs for the protection of corresponding information of its own, including as a minimum, alerting its employees of the confidential and sensitive nature of the Proprietary Information of Disclosing Party, and will make disclosure to its employees only on a need-to-know basis and using appropriate safe-keeping procedures for Proprietary Information.
- e. Receiving Party agrees not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party.
- f. Receiving Party agrees to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- g. Receiving Party agrees to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party
- h. Receiving Party agrees to undertake not to disclose any names and their particulars to third party/ies without the written consent by the Disclosing Party.

3. **Exceptions:**

Notwithstanding the provisions of Paragraph 2 of this Agreement Receiving Party shall not be required to maintain confidentiality or be restricted in its use of any Proprietary Information which:

- i. was in the public domain at the date of disclosure to Receiving Party;
- ii. becomes public knowledge during the term of this Agreement without breach of this Agreement;
- iii. Receiving Party can show that it was in its possession with the full right to disclose prior to its receipt from or disclosure by Disclosing Party;
- iv. disclosure of which is required by law or by order of a court of competent jurisdiction;

However, it is expressly agreed that the data/information collected during carrying the assignment by Receiving Party shall form part of the confidential information and shall be governed by this agreement.

4. **Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party gives (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

6. **Term:**

This Agreement shall be effective from the date of execution of this agreement and shall remain in force upto the date of completion of the PROJECT/ TENDER.

7. **Termination:**

Either party hereto, upon written notice to the other, may terminate this Agreement. Such termination shall be effective thirty (30) days after receipt of such notice. All obligations arising under this Agreement shall survive any termination or expiration of this Agreement and any confidentiality obligations will remain in effect for a period of five (5) years from date of first disclosure hereunder. Upon termination or expiration of this Agreement, any **Proprietary Information** received by Receiving Party pursuant to this Agreement shall be returned, together with all copies thereof.

8. **Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its representatives, or any other breach of this Agreement by Receiving Party or its representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. Return of Confidential Information.

Receiving Party shall immediately return any Proprietary Information received in pursuance to this Agreement and redeliver to the other, all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

10. Rights, Remedies and Restrictions.

Both parties acknowledge that the Confidential Information to be disclosed hereunder, is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Receiving Party acknowledges that:

- (a) Disclosing Party possesses and will continue to possess proprietary information that has been created, discovered or developed by or on behalf of disclosing party by third parties, which information has commercial value and is not in the public domain;
- (b) Unauthorized use or disclosure of Proprietary Information is likely to cause irreparable injury not readily measurable in monetary damages;
- (c) In the event of an unauthorized use or disclosure, Disclosing Party shall be entitled to, without waiving any other rights, recourses or remedies to which it may be entitled under this Agreement, at law or in equity, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction;
- (d) Disclosing Party and its licensors retain all right, title and interest in and to the Proprietary Information including without limiting the generality of the foregoing, title to all materials whether provided by or on behalf of Disclosing Party.
- (e) Any authorized use or disclosure by the proprietor, agents, representatives, advisors, directors, officers or employees of receiving party shall be deemed to be an unauthorized

use or disclosure by Receiving Party and that Receiving Party shall indemnify and hold harmless Disclosing Party from and against any and all damages, losses, costs, expenses and attorneys' fees incurred as a result of such breach.

- (f) This agreement shall remain in force notwithstanding any change in the ownership, management, constitution, merger and amalgamation etc. of Receiving Party.
- (g) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

11. Severability of Provisions:

Should any part of this Agreement be declared invalid or voidable by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid or voidable portion was never a part of this Agreement when it was executed. As it is, the parties' intent that this Agreement be enforced to the fullest extent permitted by law, such invalidated section shall be deemed amended so as to avoid the reasons for its invalidity. Should the severance or amendment of any such part of this Agreement materially affect any other rights and obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

12. Non-Assignability:

Neither party hereto shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights and obligations in whole or part to any third party without the prior written consent of the other party.

13. Warranty.

Each Party to this agreement warrants that it has the absolute right to make the disclosures under this Agreement. **No warranties are made by either party under this agreement whatsoever.** Each party to this agreement acknowledges that although they shall endeavor to include in the Confidential Information all information that they believe relevant for the PROJECT/ TENDER, however no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, Disclosing Party is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

14. Amendment:

Subject to Paragraph 9 above, this Agreement shall not be amended, modified or altered, except in writing, duly accepted and executed by both parties.

15. Governing Law:

Governing law and Jurisdiction shall have meaning as defined in the PROJECT/ TENDER.

16. Precedence:

In case of any contradiction in the terms and conditions of this agreement and the PROJECT/ TENDER, then the PROJECT shall have precedence over this agreement.

17. Notices:

Any notices or communications required or permitted to be given hereunder, from either party to the other will be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other and may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case. All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

If to BHEL

Attention: AGM (LME & LFE)

If to XYZ

Attention:

IN WITNESS WHEREOF, the parties hereby thereof, have executed this Agreement, as of the date first above written i.e. which shall be binding upon them and their respective successors and assigns, as of the day and year first above written.

For BHEL	For XYZ
Name:	Name:
Designation:	Designation:
Witness:	Witness: