

ANNEXURE-I REV-00
To Enquiry No. E7233078
SPECIAL TERMS & CONDITIONS OF ENQUIRY FOR
TRANSFORMER OIL RATE CONTRACT
FOR BHEL BHOPAL 2023-2025 (2 YEARS)

Important: This format is to be submitted in original, along with Part-I of bid,
duly signed by the bidder, as proof of acceptance.
Any Deviation from the T&C mentioned below is NOT acceptable. Offers
received without this acceptance, will be treated as non-responsive, and shall be
liable for rejection.

SL. No.	DESCRIPTION	VENDOR'S REMARKS (Y/N)
1.0	TWO PART BID:	
1.1	Online quotations are invited in Two Part Bid System for Rate Contract for supply of Transformer Oil to BHEL Bhopal , as per BHEL Enquiry specification. Details are as mentioned below:	
1.2	Online quotations are invited in Two Part Bid System (Techno-Commercial Bid – Part: 1 & Price Bid – Part: 2, separately) for supply of goods as per BHEL Enquiry specification. A blank copy of price bid (without indicating price) should be kept in Techno commercial bid (Part -1)	
1.3	Online tender in two part bid system should be submitted at https://eprocurebhel.co.in . Late tender shall NOT be entertained.	
1.6	Late tenders shall not be entertained and shall be summarily rejected.	
2.0	VENDOR PRE-QUALIFICATION REQUIREMENTS (PQR):	
2.1	Technical & Commercial pre-qualification requirements for vendors for BHEL Bhopal requirement , are given in enclosed Annexure-IV . Vendors are requested to go through the same, and submit the Annexure duly signed and sealed along with Part-1 Techno-Commercial bid. Documentary proof for all the parameters <u>must</u> be enclosed. Relevant documents , as proof of meeting each clause of the QR, <u>must</u> be submitted along with Part-1 Techno-commercial Bid.	
2.2	Bids received without documentary proofs are liable to be rejected for not meeting PQR requirements. Price bid of such vendors will not be opened.	
2.3	Offers from vendors not meeting the qualification requirements, shall be rejected, and Part-2 Price bid of such vendors will not be opened.	
2.4	Unregistered Vendors: a) Unregistered vendors shall submit application for supplier registration in BHEL on https://www.bhel.com or https://supplier.bhel.in . b) Application for registration as vendor should be submitted separately on above website.	
3.0	RATE CONTRACT (RC) PERIOD AND THE QUANTITIES:	
3.1	Rate Contract period: Although quantities are mentioned for year 2023-24 & 2024-25, but the rate contract will be valid for the period of two years from the date of finalization of RC for ordering and further 3 months for oil supplies after expiry of RC for ordering.	
3.2	Rate Contract Quantities for RC period of 2 years:	
3.2.1	BHEL Bhopal: 24000 kL	
3.2.2	Year-wise quantity requirement of Oil for BHEL Bhopal is given in Annexure-III enclosed.	
3.2.3	Quantity variation of ± 30% may be there in total RC quantity.	
3.3	Other units of BHEL (including sites) can also use this RC for placing order, subject to	

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	confirmation from BHEL Bhopal.										
4.0	TECHNICAL EVALUATION, PRICE EVALUATION TO ASCERTAIN L1 VENDOR & SPLITTING OF QUANTITY AMONGST VENDORS:										
4.1	Pre-Qualifying Requirements (Technical) and commercial for BHEL Bhopal. Thus, vendors qualify for BHEL Bhopal										
4.2	Technical offers will be evaluated for BHEL Bhopal requirements. Technical specifications for different variants of transformer oil are enclosed along with enquiry.										
4.3	Offers will be evaluated on individual L1 basis for TRE-158 rate.										
4.4	BHEL Bhopal requirement. Enquiry is for BHEL Bhopal requirement in which rate is to be quoted for base transformer oil confirming to TRE-158 specification. Differential price has been fixed for higher variants.										
4.6	Splitting of Quantities amongst vendors:										
	No. of Techno Commercially Qualified Vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10
	2	100									
	3	65	35								
	4	48	31	20							
	5	37	29	19	15						
	6	31	25	19	14	11					
	7	27	23	18	13	11	8				
	8	24	20	18	13	10	8	7			
	9	21	19	17	13	10	8	7	5		
	10	20	18	15	13	10	8	7	5	4	
	11	19	17	15	13	10	8	7	5	4	2
B	RC oil quantity shall be split amongst vendors in above mentioned ratios as per number of techno commercially qualified vendors in the tender.										
C	Quantity for L1 Vendor: RC quantity as per above mentioned ratio of L1 vendor (in line with number of techno commercially qualified vendors) shall be finalized on L1 vendor for individual items, subject to price reasonability.										
D	Quantity for L2 Vendor: RC quantity as per above mentioned ratio of L2 vendor (in line with number of techno commercially qualified vendors) shall be offered to L2 vendor for individual items, on L1 rates. If L2 vendor accepts the offer, then RC for that quantity will be finalized on L2 vendor. If L2 vendor refuses to accept the offer, then L1 rates will be offered to L3 vendor, and so on. If no vendor accepts the offer, then RC for that quantity will also be finalized on L1 vendor.										
E	Quantity for L3 Vendor: RC quantity as per above mentioned ratio of L3 vendor (in line with number of techno commercially qualified vendors) will be offered to L3 vendor for individual items, on L1 rates. If L3 vendor accepts the offer, then RC for that quantity will be finalized on L3 vendor. If L3 vendor refuses to accept the offer, then L1 rates will be offered to L4 vendor, and so on. If no vendor accepts the offer, then RC for that quantity will also be finalized on L1 vendor.										
F	All efforts will be made by BHEL to maintain proportionate quantity distribution amongst vendors to the extent possible. However, vendors to note that quantity distribution may vary slightly at the time of final ordering due to ordering on “Total cost to BHEL” basis.										
G	Quantity variation for split quantities: Quantity variation of ±30% will be applicable for individual vendors on split quantities.										
4.7	a) Price Evaluation of rates and relative status of vendors shall be done on the basis of landed cost at BHEL Bhopal basis only (as final destination is not known at this time). Freight charge shall be calculated as per rates mentioned in Annexure IIA .										
	b) Minimum distance (in km) shall be taken from Google Maps from supplier’s plant to										

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	BHEL Bhopal to maintain uniformity of quotations and ease of bid evaluation.		
	c) In case of plant location in same city for different vendors, distance of city (but not the location of individual plant) from BHEL Bhopal as per Google Maps shall be taken for evaluation of offers.		
	d) If vendor has more than one refinery, main refinery (from where major dispatches will be effected) shall be mentioned in offer for evaluation purpose and to ascertain relative status of vendors.		
	e) The distance shall be informed by BHEL to all Techno-commercial qualified bidders prior to price bid opening		
	f) If the vendor has more than one refinery, vendor shall furnish the complete addresses of it's refineries from where vendor has facilities to supply the Transformer oil to BHEL/BHEL's various project site/s. BHEL will ascertain the "lowest Total cost to BHEL" among vendor's different refineries i.e. supply from nearest refinery to BHEL/BHEL's project site/s and final ordering for BHEL/BHEL's project site/s shall be done based on "lowest Total cost to BHEL" basis.		
5.0	BASE RATES FOR QUOTATION FOR PRICE VARIATION (PVC) PURPOSE:		
5.1	Base rate for quotation of TRE-158 Transformer Oil shall be quoted on basis of TOBS rate applicable on the 1st working day of the month, ONE MONTH prior to technical bid opening.		
5.2	Base rate for Barrels/ Drums should be the rate applicable on the 1st working day of the month, ONE MONTH prior to technical bid opening.		
5.3	Relevant IEEMA circular copy should be submitted as a proof, along with the techno-commercial bid (Part-1).		
6.	PVC FORMULA:		
6.1	PVC Formula for Transformer Oil:		
	PVC Formula:	P = Po + Fc (Tb-Tbo)	
	P	Payable Price of Oil in ₹ /- kL, at the time of supply.	
	Po	Finalized price (in RC) of Oil (in ₹ /- kL), with base rate of TOBS as applicable on 1st working day of the month, ONE MONTH prior to technical bid opening.	
	Fc	=1.1. Financial constant to cover finance cost & other charges	
	Tb	Price of TOBS in ₹ /- kL as applicable on 1st working day of the month just prior to the month of dispatch, as declared in IEEMA circulars on monthly basis.	
	Tbo	Price of TOBS in ₹ /- kL as applicable on 1st working day of the month, ONE MONTH prior to technical bid opening.	
6.2	PVC Formula for Steel Barrels/ Drums:		
	PVC Formula:	Pb = Dbo + 4.80 (D-Do)	
	Pb	Payable Price of Steel Barrel in ₹ /- kL, at the time of supply.	
	Dbo	Price of Steel Barrel (in ₹/- kL) as per Annexure-IIA & Annexure-IIB (whichever is applicable)	
	4.80	Factor to convert per barrel price to per kL price.	

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	D	Steel Barrel price in ₹ /- barrel as applicable on 1st working day of the month just prior to the month of dispatch, as declared in IEEMA circulars on monthly basis.	
	Do	Steel Barrel price in ₹ /- barrel, as applicable on 1st working day of the month, ONE MONTH prior to technical bid opening.	
7.0	TAXES AND DUTIES :		
7.1	Suppliers have to submit offer in compliance to GST. All the statutory Taxes & Duties shall be paid extra as applicable.		
7.2	Please furnish the following details for GST compliant offer.		
	a) Type of Item (Supply/Trading/Services),		
	b) Input Tax Credit Applicable (Y/N),		
	c) GST Type (IGST/CGST+SGST/UGST),		
	d) HSN /SAC code		
	e) Applicable value/ rate of GST.		
	f) GSTIN No		
7.3	In case, GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied on BHEL (if any).		
7.4	In case, vendor delays declaring any invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied on BHEL (if any).		
8.0	FREIGHT RATES:		
8.1	Freight rates applicable for this RC are mentioned in Annexure-IIA.		
8.2	Freight rates shall remain FIRM during the period of this RC. However, for dispatch of only part oil quantity to site, less than a weight of 8 MT and for local delivery (within 100 km), BHEL Freight (as per BHEL approved Transport RC of respective unit) shall be applicable.		
8.3	a. Detention Charges for Trucks: Detention charges for Trucks are payable at the rate of ₹ 40/- per kL per day, in case any Truck is detained beyond 6 days.		
	b. Detention Charges for Tankers: Detention charges for Tankers are payable at the rate of 2 times the detention charges for trucks, as mentioned above, in case any Tanker is detained beyond 6 days.		
	c. Total detention charges shall be limited to maximum of 50 % of the basic freight charges.		
8.4	Unloading at site: Unloading of material at site shall be in BHEL's scope in normal condition. However, unloading charges shall be paid at the rate of ₹ 160/- per kL, if mentioned in PO or confirmed specifically by MM division.		
9.0	TRANSIT INSURANCE:		
9.1	Transit insurance shall have to be arranged by the vendor. However, in case if dispatch is on BHEL account through BHEL approved transporter, insurance shall be done by BHEL.		
10.0	BANK GUARANTEE:		
10.1	Standing Performance Bank Guarantee as per format provided by BHEL for ₹ 25 lakhs		

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	each separately in the name of BHEL Bhopal & BHEL Jhansi, valid for the entire period of RC (including Guarantee period of supplied oil), shall be furnished by vendor, prior to release of first payment against POs through the RC.	
11.0	DUTY BENEFIT / INVALIDATION OF IMPORT LICENSE	
11.1	Transformer Oil, for which import License (IL) are available with BHEL, shall be purchased through invalidation of IL in favor of bidders or through Advance Release Order (ARO). The bidders shall indicate acceptance/preparedness to execute supply of oil through invalidation route/ARO route and shall also submit details of procedure to be followed, documents to be disclosed from their side and the documents required from BHEL.	
11.2	The prices of oil (excluding drum price) would be reduced to the tune of applicable customs duty amount. The value on which custom duty amount will be passed on to the BHEL shall be the rate of finished oil (after updating as per IEEMA circular) for the month in which invalidation/consent letter is given. Relevant documentation for availing duty benefits/Excise benefit shall be arranged by BHEL/vendor for their respective part.	
11.3	The procedure for availing dispatch through invalidation of Import License shall be as below:	
	i) Availability of IL for particular project and requirement of invalidation shall be mentioned in Purchase Order of Transformer Oil.	
	ii) Vendor will give request letter for arranging Invalidation, mentioning PO Number, Item, quantity and Invoice value.	
	iii) Invalidation letter from DGFT will be arranged by BHEL in favour of vendor, based on this request letter. Invalidation letter along with a copy of original license will be given to vendor.	
	iv) Vendor to arrange Advance License from DGFT before dispatch of oil.	
	v) Oil shall be dispatched to site from vendor's works, after receiving dispatch clearance from BHEL/ customer.	
	vi) Vendor to submit invoice to BHEL, incorporating reduction in price due to customs duty benefit with complete details and supporting calculations.	
	vii) BHEL will send one copy of invoice to customer for endorsement, with sign and stamp, as proof of receipt of oil at site. Same invoice copy to be endorsed, with sign and stamp, by the Jurisdictional Authority at site.	
	viii) This endorsed copy of invoice, then will be handed over to vendor for completing the formalities of closing of license.	
11.4	Vendor may please inform the change (if any) in above mentioned procedure due to implementation of GST.	
11.5	Vendor has to provide all required documents like GSTN copy, IEC detail, consent letter etc asked by the DGFT from vendor so as to avail the import benefit through invalidation mode.	
12.0	PAYMENT TERMS :	
12.1	For site deliveries, 100% payment along with taxes, duties & freight charges shall be paid within 90 days ((45 days for MSE registered suppliers as per relevant act in force) from the date of receipt of oil at site/ at BHEL Bhopal .	
12.2	For site deliveries, payment however, shall be processed only after production of receipted challan / LR /accepted BHEL HE Advice Note/ MICC or CIP (if applicable) from customer.	
12.3	For deliveries to BHEL Bhopal in Tankers, payment shall be processed after receipt and acceptance of Oil and issue of accepted SRV by BHEL.	
12.4	MSE suppliers have to submit the valid MSE certificate (UDYAM) in support of it's MSE status	

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13.0	TEST CERTIFICATES & INSPECTION REPORTS:	
13.1	Test certificates shall be provided, along with supplies, as per relevant specification in triplicate for (i) Finished oil (ii) Barrel (If required by BHEL/End customer). However, one copy of inspection reports shall be furnished to BHEL Bhopal (as applicable).	
13.2	After receipt of oil at site, joint verification of material with BHEL's customer / BHEL's representative shall be done and Material Receipt Certificate (MRC) shall be taken from BHEL's customer/ BHEL's representative, if desired by BHEL.	
13.3	Test Certificate shall have unique number for each case & shall not be repeated.	
14.0	PURCHASE ORDERING.	
14.1	Individual purchase order shall be issued to vendors as per BHEL requirement. Consignee details, approximate distance (in km) from vendor's work to site and Import license No. for invalidation (if applicable) shall be mentioned in PO.	
14.2	Other documents required for inspection (especially for POWERGRID or NTPC cases) i.e. BBU/ R&D Plate Drawing/ MQP etc. (as applicable) shall be furnished to vendor along with PO.	
14.3	Quantity variation of $\pm 5\%$ shall be acceptable for supply of transformer oil in TANKER against each dispatch instruction given by MM.	
14.4	The distance from supplier's works to site shall be taken as shortest distance as per Google Maps.	
15.0	DELIVERY DATE IN PO.	
15.1	Delivery date in PO shall be mentioned tentatively as per BHEL requirement.	
15.2	Vendor to arrange for customer inspection / third party inspection as per the approved QAP furnished by BHEL or as per PO terms.	
15.3	Inspection / test certificate / other technical documents shall be arranged by vendor based on provisional dispatch clearance.	
15.4	Oil shall be offered for inspection within 3 weeks on receipt of purchase order/ BHEL request for oil readiness for inspection.	
15.5	a. Dispatch Clearance: On getting inspection report/TC/CIP/MICC etc. (as the case may be), the final dispatch clearance shall be given to the vendor by BHEL.	
	b. Dispatch of Oil: Oil shall be dispatched within a period of 15 days from the date of furnishing of this final dispatch clearance.	
	c. Submission of dispatch documents to BHEL for issuance of BHE Advice Note : Dispatch documents i.e. legible scanned copies of Invoice, LR & e-way bill shall be furnished to BHEL immediately after dispatch (but not later than 3 days) for issuance of HEA Note.	
	d. Submission of dispatch documents to BHEL: Dispatch documents i.e. Invoice, Consignee LR (in original), e-way bill, test certificates, consolidated dispatch details and CIP/MICC/Dispatch Clearance from BHEL's customer (as applicable) shall be submitted to BHEL (Transformer Sales Department) within 7 days of dispatch of last truck (i.e. date of last LR). One set of above mentioned documents shall be submitted in MM-TCB for issue of HE Advice Note. Also, bills for payment shall be submitted in Finance department at the earliest possible (but not later than 30 days from date of dispatch of last truck (i.e. date of last LR)).	
	e. Receipt of Oil at site: Oil should reach respective sites not later than 30 days from the date of furnishing of final dispatch clearance.	
16.0	PENALTY FOR LATE DELIVERY.	
16.1	In case of delays in supplies, BHEL will enforce penalty @ $\frac{1}{2}\%$ per week of delayed portion, subject to maximum of 10% of the PO value, if dispatch or receipt of material is delayed beyond the period mentioned in point 15.5.b and 15.5.e respectively.	

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17.0	RISK PURCHASE	
17.1	Except in case of standard force-majeure conditions or where dispatch clearance has not been given by BHEL, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at the risk and cost of vendors.	
18.0	GUARANTEE.	
18.1	Oil should be guaranteed for a period of 12 months from the date of use or 24 months from the date of dispatch, whichever is earlier.	
19.0	BARREL (DRUM) :-	
19.1	Oil should be dispatched either in Tankers or in steel barrels/drums as per BHEL requirement. Price of Barrel is indicated in Annexure-IIA.	
19.2	The Barrels/Drums should conform to IS-1783, part –I, Grade – A, type -2. Nominal oil capacity of the barrel should be 210 liters at 29.5°C. It should also comply with following requirements :	
	i) For indigenous domestic requirement , steel barrels should be painted with oil resistant epoxy paint of minimum 25 micron thickness from inside and with enamel paint of minimum 40 micron thickness with suitable primer and paint coating each of minimum 20 micron thickness from outside.	
	ii) Alternatively, barrels should be hot dip galvanized conforming to IS: 4759 for protection against atmospheric corrosion.	
	iii) For export requirement , steel barrels should be painted with oil resistant epoxy paint of minimum 25 micron thickness from inside and with Polyurethane paint of minimum 40 micron thickness with suitable primer and paint coating each of minimum 20 micron thickness from outside. Alternatively, barrels should be hot dip galvanized conforming to IS: 4759 for protection against atmospheric corrosion.	
19.3	Color of drums shall be different for different vendors. Vendors to mention the preferred color in their offer (in this row). Final color shall be allocated to each vendor at RC finalization stage.	
19.4	Oil drums shall be filled with dry Nitrogen cushion.	
19.5	Palletization: Oil drums may be put in wooden pallets for export or other jobs. Vendor has to carry out the work, if asked for, as per standard specification so that during transportation, loading & unloading there is no damage to the drums. Palletization should be such that it is amenable to lifting by mobile crane/forklift/EoT crane. Rates for palletization have been fixed in Annexure – IIA .	
19.6	Any other requirement for meeting export obligation, if arises shall be paid by BHEL on actual basis.	
19.7	Barrel shall have unique No for each case without repetitions	
19.8	Barrel Cleaning Certificate from Inspector to be furnished, if required.	
19.9	Barrel Sealing Certificate to be obtained from Inspecting Agency, and furnished to BHEL, if required.	
20.0	INSPECTION & TESTING AT VENDOR'S WORKS:	
20.1	Customer and/or BHEL's authorized agency like CQA and/or BHEL authorized third party shall carry out the inspection of oil at vendor's works. Vendor shall provide all assistance during inspection. However, final acceptance of the oil shall be based on the inspection carried out at our works / customer's site. In case of non-acceptance by customer/BHEL, oil shall be replaced at site without any financial implication to BHEL.	
20.2	Drum sealing certificate to be obtained from inspecting agency for inspected Oil Drums, if required.	
20.3	Oil shall be offered for inspection within 3 weeks on receipt of purchase order/ BHEL request.	
20.4	a. In case, as per Customer / BHEL requirement, transformer oil is also required to be	

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	tested at ERDA / CPRI /any other NABL accredited laboratory, the vendor will have to coordinate with these testing agencies for smooth & early testing. The testing charges at above labs (as applicable) shall be reimbursed by BHEL, at actuals, upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).	
	b. Based on customers / BHEL’s requirements, sometimes oil sample from the same lot may be required to be sent to CPRI as well as ERDA for conducting different tests, by different methods. In such cases test charges for both ERDA as well as CPRI shall be reimbursed by BHEL, at actuals, upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).	
20.5	Approved quality plan of customer as provided by BHEL shall be followed	
21.0	TESTING OF TRANSFORMER OIL AT SITE:	
21.1	Some of our customer’s insist for testing of transformer oil at site after receipt but before filling in the transformer. In such case, customer / BHEL vendor shall arrange for testing of sample as per relevant specification at BHEL Lab or Customer Lab or CPRI or ERDA or any other NABL accredited lab and check the adequacy of results. The procedure shall be as follows:	
21.2	One sample of 5 Litre shall be taken jointly from every 50 KL or part there off of oil supplied to site in glass bottles arranged by the vendor free of cost. One additional oil sample of 5 Litre shall also be taken as stand by requirement. Drums are to be identified for every 50 KL of oil. The oil sample taken shall be identified, sealed properly and shall be tested at BHEL or customer’s lab or independent NABL approved laboratory. All necessary coordination shall have to be done by the vendor. Testing charges shall be paid to the vendor upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).	
21.3	In case, the results of first oil sample do not meet the requirements of relevant specification, the stand by oil sample shall be tested in an independent NABL accredited laboratory like CPRI or ERDA as per the preference of customer/BHEL. Re-testing at independent Lab shall have to be coordinated by the vendor and testing charges for the same has to be borne by them. Customer or BHEL or their representatives may witness the test in the independent laboratory at their discretion.	
21.4	The test result obtained from above independent laboratory shall be binding on the vendor. In case, test parameters are not in line with the relevant specification, the oil shall be rejected and vendor shall have to replace the same with fresh oil meeting the specified characteristics as per relevant specification immediately, free of cost. Customer or BHEL or their representative may witness the inspection again at supplier’s works.	
22.0	INTEGRITY PACT (IP):	

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22.1	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><th>SI</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><u>Note:</u> <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</i></p> <p>Details of contact person(s):</p> <table><tr><td>(1) Name: Rajesh Kumar Rai Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 3163 Email: rk.raibhel.in Fax: _____</td><td>(2) Name: Ramakant Pal Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3589 Email: ramakant@bhel.in Fax: _____</td></tr></table>	SI	IEM	Email	1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem1@bhel.in	2.	Shri Otem Dai, IAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	(1) Name: Rajesh Kumar Rai Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 3163 Email: rk.raibhel.in Fax: _____	(2) Name: Ramakant Pal Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3589 Email: ramakant@bhel.in Fax: _____	
SI	IEM	Email														
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem1@bhel.in														
2.	Shri Otem Dai, IAS (Retd.)	iem2@bhel.in														
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in														
(1) Name: Rajesh Kumar Rai Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 3163 Email: rk.raibhel.in Fax: _____	(2) Name: Ramakant Pal Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3589 Email: ramakant@bhel.in Fax: _____															
22.2	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.															
23.0	Public Procurement policy (Preference to Make in India) – Purchase preference will be given to, As per Government of India's guidelines, for this procurement, the local content to categorize a supplier as a Class I local supplier /Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.															
24.	Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for															

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	Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.	
25.0	Reverse Auction:	
25.1	<p>“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.</p> <p>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 price bid quoted through NIC portal along with applicable loading, if any, shall be considered for ranking.”</p>	
25.0	GENERAL TERMS & CONDITIONS OF CONTRACT	
25.1	The above terms and conditions shall be read in conjunction with BHEL’s Standard Terms and Conditions of Enquiry Form No. BP 200102A. Same is enclosed for ready reference. Vendors to submit signed copy of BP 200102A along with techno commercial bid.	
24.2	Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure will prevail.	

Signature & Seal of Vendor