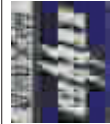


## BHARAT HEAVY ELECTRICAL LIMITED, BHOPAL

### Enquiry E9333040 for supply of E410 NIMO FCAW WIRE

#### LIST OF ENCLOSURES

S.No	Description	Document Ref.	No. of Pages
1.0	Enquiry Sheet	E9333040	1
2.0	Technical Specs	FBM/WD&T/TS02 REV 07	3
3.0	General Terms & Conditions	BP 200102	10
4.0	PQR	PQR- E410 NIMO FCAW WIRE	1
5.0	Annexure-B (Indigenous Vendor)	Annexure `B`	2
6.0	Annexure-B (Foreign Vendor)	Annexure `B`	2
7.0	Annexure – D (Declaration of Local Content)	Annexure – ‘D’	1
8.0	Public Procurement & Business Circular(PEBC) Annexures (For Foreign Vendor)	Annexure – I <b>Or</b> Annexure-II	1+1= 2
9.0	Guidelines regarding dealings with Indian Agents of Foreign Suppliers	General content + Annexure A1+ Annexure B1	5
10.0	Registration with BHEL	Registration with BHEL	1
11.0	Techno-commercial Bid Format	Techno-commercial Bid Format	2



ENQUIRY

TWO PART BID

E-TENDER

BPC 0007

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत)  
सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA)

MATERIALS MANAGEMENT DIVISION

TIN NO- 23573000001 ECC NO- AAACB4146PXM009 MPCT NO- HEL/05/01/0001/S15/11/79

PHONE NO : 91-755-2500100

FAX : 91-755-2500023

www.bhel.com

ENQUIRY NO E9333040

ENQUIRY DATE 12/10/23

ENQUIRY DUE DATE 09/11/23

SUPP NAME AND ADDRESS

SUPP NAME AND ADDRESS		SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
		0	1	0	NA	1	1	1	832737039
		G'UARANTEE CERTIFICATE		Y	SUPPLY CONDITION TC/GC SHALL BE SENT ALONG WITH SUPPLY. S UITABLY PACKED TO AVOID DAMAGE.				
		TEST CERTIFICATE		Y					
		INSTRUCTION BOOKLET		N	TECHNICAL CONDITION AS PER DESCRIPTION				
		SAMPLE		N					
		GATE PASS		Y	INSPECTION CONDITION AT BHEL BHOPAL (QC FBM-LF3)				

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

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	AA7714522127	AWS:E410NIMO T1-1/4 FCAW WIRE, SIZE-1.6. DIA. AS PER BHEL	KG	5000.000	2	1	5000.000	327	15/05/24

REMARK 1. OFFER TO BE SUBMITTED IN TWO PART BID SYSTEM AS PER BP-200102 (GEN T & C). 2. VENDOR TO PROVIDE FILLED TECHNICAL SPEC. WITH DETAILED PRODUCT DATA SHEET ALONG WITH ENQUIRY. 3.DELIVERY DATE MENTIONED IN ENQUIRY IS TENTATIVE. 4.DELIVERY TERMS: WITHIN 32 WEEKS FROM PO PLACEMENT DATE. 5.EARLY DELIVERY IS ACCEPTABLE AFTER INTIMATION BY BHEL. 6.QUANTITY TOLERANCE: +/-2%. 7.THE OFFER AND ALL DOCS ENCLOSED SHALL BE IN ENGLISH LANGUAGE.

DRAWING	N	PURCH SPEC	Y	CATALOGUE	N	Quality Surveillance	Pl: N	TWO PART BID	Y
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NOTE:BHEL,BHOPAL'S Standard Terms & Conditions BP200102 (Latest Revision) form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

Note: During Bid Evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendore falling under MSMED ACT - OCT 06

Please submit your lowest quotation in sealed envelop essentially superscribed with ENQUIRY NO, DUE DATE AND PARTY'S NAME so as to reach at TENDER ROOM, GROUND FLOOR, ADM BUILDING, BHEL, PIPLANI BHOPAL-462022 by 11.00 am of due date.	SPECIAL REMARK: Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.
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- 1.This is only a request for Quotation & not an order.  
2.Small Scale industries should indicate SSI Regn. No. in Quotation/invoice.  
3.In case you are not making an offer against this Enquiry, we request you to post a regret letter.  
4.Indian vendors to please indicate GSTIN on their quotation.

Documents Enclosed 1.Drawing. 3.Purchase specification. 2.Catalogue. 4.Quality Surveillance Plan.	NAME : SHRI ABHINAV TRIPATHI DESG : MANAGER 0755-2503432 abhinavtripathi@bhel.in
---	---

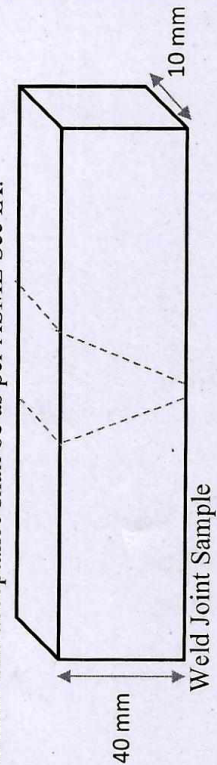
SIGN & SEAL

FABRICATION DIVISION Welding Development & Technology						
P.I.No.		Technical Specification No: FBM/WD&T/TS02 Rev 07				Date: 18-11-2021
Technical Specification for E410NiMoT1-1/4 Flux Cored Arc Welding electrodes						
S. No	Description	Requirement	Vendor to Furnish/confirm	Offered	Deviation	Remark
1.1	E410NiMoT1-1/4	As per SFA 5.22 of ASME Sec IIC Ed 2021	Vendor/OCM to confirm			
1.2	Diameter of Wire	1.6 mm				
1.3	Weight of Spool	12.5 kgs to 15 Kgs				
1.4	Dimensions of Spool	ID : 50 mm, OD : 300 mm				
1.5	Finish and Uniformity	As per clause 18 of SFA 5.22 of ASME Sec IIC Ed 2021				
1.6	Standard package forms	As per clause 19 of SFA 5.22 of ASME Sec IIC Ed 2021				
1.7	Winding Requirement	As per clause 20 of SFA 5.22 of ASME Sec IIC Ed 2021				
1.8	Packaging	As per clause 22 of SFA 5.22 of ASME Sec IIC Ed 2021				
1.9	Marking of Pacakges	As per clause 23 of SFA 5.22 of ASME Sec IIC Ed 2021				
2	Tests Required for wire quoted					
2.1	Chemical Analysis	As per SFA 5.22 of ASME Sec IIC Ed 2021	Vendor to confirm the properties and provide Test Certificate from OCM/ Test reports of wire supplied and tested at any of the BHEL Units.			
2.2	Radiographic test	As per SFA 5.22 of ASME Sec IIC Ed 2021				
2.3	*Tensile test	As per SFA 5.22 of ASME Sec IIC Ed 2021				
2.4	*Bend Test (Transverse Side bend)	Bend test shall be done as per QW-160 of ASME Sec IX for atleast 4 samples. Test specimen shall be as given below with bend thickness 10 mm. The acceptance shall be as per ASME Sec IX.				

40 mm

10 mm

Weld Joint Sample





S. No	Description	Requirement	Vendor to Furnish/confirm	Offered	Deviation	Remark
2.5	*Impact test at weld (Charpy): 5 Samples at RT (Room Temperature) on 2 mm V-notch	Average of three samples (Discarding Highest and lowest values): 50 J (minimum). Two of the values used for computing average shall $\geq 50$ J	Vendor to confirm the properties and provide Test Certificate from OCM / Test reports of wire supplied and tested at any of the BHEL Units.			
2.6	Fillet Weld test	As per SFA 5.22 of ASME Sec IIC Ed 2021				
2.7	Diffusible Hydrogen	Diffusible Hydrogen content as per AWS A 4.3 (as opened): $\leq 5$ ml/100g				
2.8	* The test mentioned at clause 2.3, 2.4 and 2.5 to be done after carrying out PWHT as mentioned at clause 4.0 and the shielding gas to be used shall be either 80% Ar + 20 % CO <sub>2</sub> or 100 % CO <sub>2</sub> .					
2.9	BHEL reserves the right to call a spool of weight and dimensions as mentioned in clause 1.3 and 1.4 respectively for further technical evaluation. The test results of BHEL will be final. Vendor to submit free samples on or before bid opening date. Interested foreign vendors to send free samples on DDP, BHEL Bhopal basis INCOTERM 2020. The free sample is not required for those brands which have been supplied against any BHEL Bhopal purchase orders in last 5 years.					
2.10	Testing at BHEL Bhopal will be done only if the offer meets all other technical requirements.					
3	<b>Test Piece</b>					
3.1	Size for bend test	40 mm Thick Plate, length and width suitable to carry test mentioned at clause 2.4 above	Material TC to be provided			
3.2	Material for Bend test	ASTM A 487 CA6NM Grade A or SA 240 Type S 41500				
3.3	Size for other test	As per SFA 5.22 of ASME Sec IIC Ed 2021				
3.4	Material for other test	As per SFA 5.22 of ASME Sec IIC Ed 2021				



S. No	Description	Requirement	Vendor to Furnish/confirm	Offered	Deviation	Remark
4	Post Weld Heat Treatment					
4.1	Rate of Heating	$\geq 50^{\circ}\text{C}$ per hour from $200^{\circ}\text{C}$ or more	S.R graph to be provided			
4.2	Soaking Temp	$600 - 620^{\circ}\text{C}$				
4.3	Soaking time	$\leq 8$ hrs				
4.4	Rate of Cooling	$\geq 50^{\circ}\text{C}$ per hour up to $200^{\circ}\text{C}$ or more				
5	Authorization and Correspondence	<p>In case of authorized vendor quotes for the tender then the following must be met:</p> <ol style="list-style-type: none"> <li>1. Vendor to provide authorized dealer certificate valid for atleast 1 year, and the OCM to take guarantee of the product quoted, failing this the offer will be rejected.</li> <li>2. All Technical correspondence and confirmation shall be done with their principal supplier (OCM). Contact details of OCM to be provided with the offer.</li> <li>3. All liability shall be of principal in the event of default by the authorized agent/dealer.</li> </ol>	OCM to Confirm			
		<p><b>Legends :</b></p> <ol style="list-style-type: none"> <li>1. OCM- Original Consumable Manufacturer</li> </ol>				

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	<b>General:</b>
A	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
A	<b>Through E- procurement</b>
A1	<p>1. Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry.  Bid Part - I Technical cum Commercial bid  Bid Part - II Price bid</p> <p>2. Suppliers shall quote <b>price</b> on BHEL authorised third party service provider <b>e-procurement site</b>. Any deviation from the price format shall be clearly brought out in the offer Bid part I.</p> <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. <b>Bidders to put sign and seal on all the uploaded documents.</b> The quotation should be uploaded on the site before due date and time.</p> <p>Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.</p>
B	<b>Through tender room</b>
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two part Bid, technical bid containing technical offer, this GTC duly filled-in &amp; signed; and <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to In charge, Tender Room, Bharat Heavy Electricals Ltd. 2<sup>nd</sup> Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
B3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
D	<p>BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (available on <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price /envelope-sealed price)</p>





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## GENERAL TERMS AND CONDITIONS OF ENQUIRY

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



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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

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





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## GENERAL TERMS AND CONDITIONS OF ENQUIRY

A	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
A	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	<b>Penalty for delayed performance.</b>
A	I. Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT. II. However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value. III. In case of any amendment / revision, the penalty shall be linked to the amended / revised PO. IV. Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder ( at offered value)
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
10	<b>Indian Agents and Agency commission</b>
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
B	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	<b>Documentation:</b>
A	<b>Indigenous Purchase</b>
	Seller shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order. In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
B	<b>Foreign Purchase — Imports</b>
	Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the



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	<p><b>Purchaser</b></p> <ol style="list-style-type: none"><li>Express / Original 'Clean on board' Bill of Lading / AWB.</li><li>One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li><li>Original Certificate of Country of Origin issued by Chamber of Commerce.</li><li>One set of Original Test Certificates and O&amp;M Manual where called for.</li><li>Fumigation / Phyto Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li><li>Supplier should additionally forward 2 sets of original documents mentioned at point 1 to 5 along with original bill to Lading through any international courier service/registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following:</li></ol> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>(i) AGM (M.S) Regional Operations Division BHEL 14<sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA Email - <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (In case of sea freight) <a href="mailto:msair@bhel.in">msair@bhel.in</a> (In case of air freight)</p></div><div style="width: 45%;"><p>(ii) DGM (FIN- FP) 4<sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <a href="mailto:fin_fp@bhelbpl.co.in">fin_fp@bhelbpl.co.in</a></p></div></div> <p>And confirm forwarding details to AGM (MM- FE), BHEL Bhopal at <a href="mailto:mmfe@bhelbpl.co.in">mmfe@bhelbpl.co.in</a></p> <ol style="list-style-type: none"><li>In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB &amp; documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at <a href="mailto:mmfe@bhelbpl.co.in">mmfe@bhelbpl.co.in</a> &amp; <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (for sea shipment) or <a href="mailto:msair@bhel.in">msair@bhel.in</a> (for air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.</li></ol> <p>In case any discrepancy is raised by bankers / BHEL with respect to documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p>
<b>C</b>	<b>General</b>
	<ol style="list-style-type: none"><li>For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li><li>All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation</li></ol>
<b>12</b>	<b>Pricing Terms</b>
<b>A</b>	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.
<b>13</b>	<b>Price Validity :</b>
<b>A</b>	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
<b>14</b>	<b>Taxes &amp; Duties - Indigenous Purchase</b>
	Vendor to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.
	Vendor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.
	Vendors to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment alongwith invoice.
	Vendor to submit invoices compliant with GST invoice Rules
	Vendors to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
	Vendor to ensure TAX INVOICE submission along with consignment
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, vendors have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the vendor on submission or delivery of material / services the same shall be passed on to them.





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	In respect of free issue material by BHEL, vendors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the vendor, the additional financial implications on BHEL shall be passed on to the vendor
	Vendors to provide the applicable HSN / SAC codes as called for in the enquiry
	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	<b>Payment Terms-</b>
A	<b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
B	<b>Foreign:</b> 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 <sup>th</sup> day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.
C	Foreign vendors to submit declaration of <b>Permanent Establishment and Business Connection (PEBC)</b> for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.
D	Foreign vendors to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the vendor as a declaration.
17	<b>Inspection of Goods</b>
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
C	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.
D	All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
E	<b>REJECTION:</b> If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:  a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.  Or  b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

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



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	<p>Inspection Agency for performing inspection.</p> <p>The vendor shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected.</p> <p>If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.</p>
24	<b>Non-Disclosure Agreement</b>
	<p>All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <b><u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></b></p>
	<p><b>DRAWINGS, PATTERNS &amp; TOOLS:</b> All drawings, patterns &amp; tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns &amp; tools should be returned to BHEL within 90 days of issue of the same.</p>
25	<b>Settlement of Disputes &amp; Arbitration</b>
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><b>In case of Contract with Public Sector Enterprise (PSE) or Government Department, the following shall be applicable :</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India



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	shall have sole jurisdiction.
27	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	<b>Performance Bank Guarantee (PBG)/ Security Deposit (SD):</b>
A	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
29	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) — Indigenous Purchase</b>
A	Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
B	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). In case of indivisible tender the full quantity shall be awarded to L1.
C	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from it's original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of it's original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
D	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer
30	<b>Integrity Pact (IP) — Independent external monitors (IEM)</b> For tenders in which integrity pact is applicable, following points stand valid :
A	IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Name : ----- Address : ----- E-mail : ----- As indicated in NIT / enquiry





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

## **PQR for E9333040 of E410NiMo FCAW WIRE**

### **Pre- Qualifying Criteria:**

1. Bidder should be Original Consumable Manufacturer (OCM) or authorized dealer/distributor of OCM. In case the party is dealer/ distributor, they should give valid authorization certificate of OCM along with offer.
2. Only those brands shall be quoted for enquiry item of which at least 500 kg quantity is cumulatively supplied in the past 9 years (from enquiry due date).
3. Out of following sets (Set A and Set B) of documents, any one set to be provided (with price jacketed) to establish proof of supply:

Set A: PO Copy and Invoice Copy

OR

Set B: PO Copy or Invoice Copy along with any one of the following documents:

- i. Airway bill or
- ii. Bill of lading or
- iii. LR document or
- iv. Delivery challan or
- v. E-way Bill or
- vi. Customer certificate for receipt of material or
- vii. Goods Receipt Note

Note: If the document listed above under does not contain the details of enquiry items then bidder has to provide relevant documents which will establish the co-relation of these documents to the satisfaction of BHEL.

4. Along with the information required as per point no. 2 & 3 of this PQR, Bidder shall also provide following details regarding customers to whom the Quoted Brand has been supplied in the past 9 years (from enquiry due date): "Official email. id, Official landline, mobile".
5. BHEL reserves the right to verify information provided by bidder. In case the information provided by bidder is found to be false/incorrect, the offer shall be rejected.

## Annexure-B

### Confirmation / Acceptance of Commercial Terms & Conditions for Indigenous Vendors

(Annexure-B to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)

**Enquiry No:** E9333040

**Enquiry Due Date:** 09.11.2023

S. No.	BHEL TERMS & CONDITIONS	VENDORS RESPONSE
1.	<b>PRICES:</b> 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. Please confirm. PI confirm.	
2.	<b>INSPECTION:</b> Post-Dispatch at BHEL Bhopal (QC FBM LF3). Please confirm.	
3.	<b>PRICE BASIS:</b> Price to be furnished on “ <b>FOR BHEL BHOPAL</b> ” basis including packing & forwarding, Freight charges and transit insurance.	
4.	<b>DELIVERY TERMS:</b> Vendor to clearly mention place of Delivery. M/s. BHEL prefers ‘ <b>CRX BHEL</b> (i.e. Door Delivery)’ as place of delivery. Please confirm.	
5.	<b>DELIVERY PERIOD:</b> Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order.	
6.	MSE: Are you registered as MSE vendor? Please provide Udyog Aadhaar in case of MSE vendors	<b>Y / N</b>
7.	<b>BHEL PAYMENT TERMS :</b> 100% payment in 90 days of receipt (45 days for MSE including NSIC / Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
8.	<b>LD/PENALTY:</b> Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.	
9.	<b>GST COMPLIANCE:</b>	
	HSN of material item-wise mentioned in the offer.	
	INPUT TAX credit applicable (Y/N):	
	GST TYPE & ITS percentage applicable item wise mentioned in the offer (IGST/CGST + SGST/UGST)	
10.	<b>QUANTITY VARIATION:</b> BHEL reserves the right to increase /decrease/cancel the quantity during enquiry stage or during execution of the contract without assigning any reason.	
11.	<b>VALIDITY:</b> The offer must be valid for <b>120 days</b> from the date of technical bid opening. PI confirm.	
12.	<b>REVERSE AUCTION:</b> RA Shall not be conducted. Price Bids of Techno-commercially qualified vendors shall be opened for evaluation. PI confirm	
13.	<b>Public Procurement ( Preference to Make in India)</b>	
13.1	<b>PURCHASE PREFERENCE:</b> This has reference to Government of India Circular no. Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-450211212017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public	



	<p>Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 for Preference to Make in India and furtherance of the Public Procurement notified.</p> <p>Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>In the procurements of goods or works, which are covered by para 3(b) of Public Procurement (Preference to Make in India), Order 2017— Revision dated- 04-06-2020 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.</p> <p>i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I 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 contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p> <p><b><i>iv. The margin of purchase preference shall be 50%.</i></b></p>	
12.2	<p>The preference shall be provided to domestic manufacturer. <b>A self-certification as per Annexure-D</b>, complying the condition below may please be submitted on company letter head duly signed by competent authority alongwith Techno commercial offer.</p> <p>False declaration will be breach of the code of Integrity under Rule 175 (iii)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of general Financial Rules along with such other action as may be permissible under law.</p>	

**In addition to above General Terms & Conditions (GTC) are also attached . Bidder has to confirm their acceptance/non acceptance specifically otherwise if nothing is written about it, it will be presumed that you have agreed with all condition mentioned**

**NOTE:**

- a) DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.
- b) KINDLY REFER BHEL GENERAL TERMS & CONDITIONS **BP 200102** THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.
- c) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE IN ANNEXURE-B SHALL SUPERCEDE.

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## Annexure-B

### Confirmation / Acceptance of Commercial Terms & Conditions for Foreign Vendors

(Annexure-B to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)

**Enquiry No:** E9333040

**Enquiry Due Date:** 09.11.2023

S. No	BHEL TERMS & CONDITIONS	VENDOR RESPONSE
1.	<b>PRICES:</b> 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. Please confirm.	
2.	<b>INSPECTION:</b> Post-Dispatch at BHEL Bhopal (QC FBM LF3). Please confirm.	
3.	<b>AGENCY COMMISSION:</b> Agency commission if any to be included in price basis and indicated separately as a percentage of quoted value. Please confirm.	
4.	<b>PLACE OF DELIVERY:</b> Indicate the name of <b>Seaport/Airport on CFR / CIF basis</b> delivery. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc to work out landed cost at Sea Port. For further clarification refer GTC BP 200102.	
5.	<b>DELIVERY PERIOD:</b> Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order. Please clearly specify.	
6.	<b>BHEL PAYMENT TERMS:</b> 100% against Irrevocable, Unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date 'OR' Payment terms of CAD payable on 90th day of B/L / AWB. Please Confirm. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State Bank of India Base Rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.	
7.	<b>LC Charges:</b> a. L/C charges in India to BHEL A/C and outside India to vendor's account. Please confirm. b. Confirmation charges shall be in supplier's account in case confirmed L/C is required. Please confirm. c. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor. Please confirm.	
8.	<b>LD/PENALTY:</b> Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.	
9.	<b>QUANTITY VARIATION:</b> BHEL reserves the right to increase /decrease/cancel the quantity during enquiry stage or during execution of the contract without assigning any reason.	
10.	<b>EXCHANGE RATE:</b> For evaluation, exchange rate (TT selling rate of SBI) as on scheduled Part-I date of tender opening. 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 for evaluation purpose. The evaluation currency for this tender shall be INR.	
11.	<b>VALIDITY:</b> The offer must be valid for <b>120 days</b> from the date of technical bid opening. Pl confirm.	
12.	<b>REVERSE AUCTION:</b> RA Shall not be conducted. Price Bids of Techno-commercially qualified vendors shall be opened for evaluation. Pl confirm.	
13.	<b>CURRENCY:</b> Indicate the name of currency of the quoted prices. Please clearly specify.	
14.	PEBC Certificate submitted as per Annexure I OR Annexure II whichever is applicable.	
15.	<b>PURCHASE PREFERENCE:</b> This has reference to Government of India Circular no. Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-	

<p>450211212017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 for Preference to Make in India and furtherance of the Public Procurement notified.</p> <p>Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>In the procurements of goods or works, which are covered by para 3(b) of Public Procurement (Preference to Make in India), Order 2017— Revision dated- 04-06-2020 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.</p> <p>i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I 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 contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p> <p><b><i>iv. The margin of purchase preference shall be 50%.</i></b></p>
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**NOTE:**

- a) DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.
- b) KINDLY REFER BHEL GENERAL TERMS & CONDITIONS **BP 200102** THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.
- c) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE IN ANNEXURE-B SHALL SUPERCEDE.

**(Signature & Seal of vendor)**



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
**MATERIAL MANAGEMENT – THERMAL DIVISION**

**ANNEXURE-D**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 revised on 04/06/2020 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

**Format:**

I ....., hereby declare on behalf of M/s. .... that we are participating in the Enquiry No. .... floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 revised on 04/06/2020 & 16/09/2020 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

2. As per the Provisions of this order, “**Class-I/Class-II Local Suppliers/Non Local Suppliers**” are eligible to bid for the tender.

- (a) A supplier will be treated as “**Class-I Local Suppliers**”, if the items quoted by bidder have local content equal to or more than 50%.
- (b) A supplier will be treated as “**Class-II Local Suppliers**”, if the items quoted by bidder have local content more than 20% but less than 50%.
- (c) A supplier will be treated as “**Non Local Suppliers**”, if the items quoted by bidder have local content less than or equal to 20%.
- (d) ‘**Local Content**’ means the amount of value added in India which shall, unless and otherwise prescribed by 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 custom duties) as a proportion of the total value, **in percent**.

3. I hereby declare that our firm qualifies as “**Class-I/Class-II Local Suppliers/Non local Supplier**” (Tick as applicable).

a. **The Local Content in the items quoted under this Enquiry is ..... Percent**

b. Details of location(s) in India where this value addition shall be done, is/are as follows: (Mention Factory location)

- (a) .....
- (b) .....
- (c) .....

4. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (i.e.)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me/my firm in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

(.....)

For M/s. ....

(Seal & Sign)

## Company Letter head

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from\* \_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_ ("the tax treaty" for short).
4. In this regard, it is further confirmed that:
  - the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
  - the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

\*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

## Company Letter head

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from \*\_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_("the tax treaty" for short).  
**And/or**
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty  
**And/or**
5. the Company has agent(not of independent status) in India as stipulated in Article 5 of the tax treaty  
**And/or**
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

**But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in \_\_\_\_\_.**

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For & On behalf of

{Insert name of the company}

Authorized Signatory with Seal

\*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.



## **Guidelines regarding dealings with Indian Agents of Foreign Suppliers**

1. All NITs shall have the following terms regarding Indian agents of foreign principals:
  - i. If the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines. The guidelines of BHEL in this regard have been drafted as per CVC circular no. 007/VGL/033 dated 04.12.2007. - 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 – ‘A1’ 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-B1 (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](http://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.

- ix. OEMs should make sure that while appointing the Indian agents that they are not representing other OEMs in the same tender. They should also ensure that banned agents / employees of banned agents are not engaged by them in any capacity. An undertaking should be furnished by OEM in this regard for each tender. If at any stage of the tender it is found that the OEM has appointed the agent who a. is banned by BHEL or ; b. is an employee of a banned agent or; is found to be representing more than one OEM in the same tender. The OEMs shall be disqualified.
- x. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- xi. If an agent submits bid on behalf of Principal/OEM, the same agent shall not submit bid on behalf of other Principal/OEM in the same tender for the same item/product in the same tender

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**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.

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

\* In all other cases, extant guidelines of SEARP, 2013 are to be followed.

SEARP (SRF) Clause No	Detail
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> <li>• Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal (from whom capital equipment is procured)</li> <li>• Attach copy of declaration from Foreign Principal for <b>total guarantee/ warranty of indigenous supplies</b></li> </ul>
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
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
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

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## BHEL Bhopal, REGISTRATION WITH BHEL BHOPAL

Dear Sir/Madam,

You firm not registered with BHEL Bhopal, Hence for registration with BHEL Bhopal. You are required to visit our website [www.bhel.com](http://www.bhel.com) and select "Supplier Registration" link provided on the left hand side of the portal. Then click on "Online Supplier Registration Portal" to start with the process. This is an online process and and help file is also provided for registration procedure. Please follow the same. Once you are done with filing of online application, you are required to take out prints of the submitted online form and documents. Need to sign every page of application form and send at the following address with all associated documents.

- AGM
- SUPPLIER DEVELOPMENT CELL
- 2ND FLOOR, ADMIN BUILDING
- BHARAT HEAVY ELECTRICALS LTD.
- BHOPAL - 462022
- MADHYA PRADESH (INDIA)

BHEL has provided single window service for supplier registration with BHEL Bhopal. Our supplier development cell will take care of registration activity.

Contact no -: 0755 – 2503453 & 0755-2502750

<div>Techno-Commercial Bid</div> <div>(To be filled by supplier and submit with offer)</div>				
Tender No.		E9333040		
Description :		AWS:E410NIMO T1-1/4 FCAW,WIRE, SIZE-1.6MM DIA. AS PER BHEL TECH SPEC- FBM/WD&T/TS02 REV 07. QTY-5000 KG		
Remarks :		1. OFFER TO BE SUBMITTED IN TWO PART BID I.E. 'TECHNICAL BID' & 'PRICE BID'. 2. REFER GCC & 'ANNEXURE-B' FOR COMMERCIAL TERMS AND TECHNICAL TERMS. 3.PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP200102), ANNEXURE-B, ANNEXURE-D, PEBC ANNEXURE ALONG WITH OFFER. 4.PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE. 5.PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 AS AMENDED ON 04/06/2020 TO BE FOLLOWED. 6. VENDOR TO PROVIDE FILLED TECHNICAL SPEC WITH DETAILED PRODUCT DATA SHEET ALONG WITH ENQUIRY. 7 DELIVERY DATE MENTIONED IN ENQUIRY IS TENTATIVE. 8. DELIVERY TERMS: SUPPLY WITHIN 32 WEEKS FROM PO PLACEMENT DATE. 9. EARLY DELIVERY IS ACCEPTABLE AFTER INTIMATION BY BHEL. 10. QUANTITY TOLERANCE FOR EACH LOT SUPPLY +/-2%. 11. THE OFFER AND ALL DOCS ENCLOSED SHALL BE IN ENGLISH LANGUAGE.. 12. BID DOCUMENT IS TO BE SUBMITTED ON NIC PORTAL.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
1	Quotation Reference & date	As per supplier		
2	HSN / SAC code	As per supplier		
	GST TYPE & ITS PERCENTAGE APPLICBALE item wise mentioned in the offer (IGST/CGST+SGST/UGST)	As per supplier		
3	Quotation Currency	In INR/DOLLAR/EURO/YEN		
4	E-Mail	As per supplier		
5	Phone/Mobile	As per supplier		
6	Contact Person	As per supplier		
7	Order to be placed on	As per supplier		
8	Address	As per supplier		
9	Minimum delivery period to be quoted in no of weeks from the date of receipt of Purchase Order.	As per supplier		
10	Prices shall be firm till delivery	Yes		
11	<b>INSPECTION:</b> At BHEL by BHEL QC. Please confirm.	Yes		
12	<b>Delivery Destination:</b> - The material is required to be <b>supplied</b> to FOR BHEL Bhopal.OR AS PER ANNEXURE B FOR FOREIGN VENDORS	Yes		
13	Price to be furnished on <b>FOR destination BHEL Bhopal</b> , duly insured basis inclusive of P&F charges. OR AS PER ANNEXURE B FOR FOREIGN VENDORS	Yes/NA		
14	Quoted for all the items of tender enquiry	Yes / No. (If "No" please mention item number of regretd items)		
15	Technical Specifications	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
16	TC , GC and ALL Inspection report as per tender enquiry and specification will be submitted along with each consignment.	Yes (In case of "No" your offer may be rejected).		
17	Brand Name, If any.	As per supplier		
18	Supply from	As per supplier		
19	Quotation Validity will be 120 days from the date of techno-commercial bid opening.	Yes		
20	Are you registered under MSMED ACT 2006 as small or micro.	Yes / No (If select Yes, please enclosed valid MSE/UAM/UDYAM certificate)		



<div> <div>Techno-Commercial Bid</div> <div>(To be filled by supplier and submit with offer)</div> </div>				
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Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
21	Payment terms: 100% payment within 90 days of receipt (60/45 days for Medium/MSE /NSIC registered suppliers under as per relevant act in force) subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation. AND AS PER ANNEXURE B FOR FOREIGN VENDORS	90 days / 60/45 Days (If supplier is Medium Enterprise 60days, MSE please select 45 days) or AS PER ANNEXURE B FOR FOREIGN VENDORS		
22	Other Charges (If any)	Applicable / Not Applicable. (If applicable please mention percentage (%) / Value (along with type of charges).		
23	Transit Insurance will be in supplier scope	Yes		
24	Penalty: - 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 (Please refer clause 9 of GCC - BP-200102).	Yes / No (In case of "No", your offer will be loaded suitably)		
25	General terms and conditions of enquiry (Form No. BP-200102) is Acceptable.	Yes (In case of "No" your offer may be rejected).		
26	Special Terms and conditions of enquiry (Annexure B) is acceptable.	Yes (In case of "No" your offer may be rejected).		
27	Confirm whether bidder is Manufacturer or Trader or Dealer of items under enquiry. In case of Trader or Dealer, please furnish authorization certificate from OEM.	As per supplier		
28	Submitted duly seal & signed on all pages – BHEL GTC (BP200102)	Yes (In case of "No" your offer may be rejected).		
29	Copy of PAN and GSTIN are submitted as per (Applicable for Un-registered suppliers of BHEL, Bhopal)	Yes / Not applicable		