



**Tender Enquiry No. B/4011/2020/4844V1 for the requirement of ELECTRO HYDAULIC ACTUATOR WITH SPARES**

**LIST OF ENCLOSURES**

<b><u>Commercial Documents</u></b>		
	<b><u>Document</u></b>	<b><u>Number of pages</u></b>
1.	MATERIAL DETAILS & INSTRUCTION TO BIDDERS	06
2.	PRE-QUALIFICATION REQUIREMENT (TECHNICAL)	03
3.	FINANCIAL PQR	01
4.	SPECIAL CONDITIONS OF TENDER ENQUIRY FOR INDIAN BIDDER (ANNEXURE-C)	08
5.	SPECIAL CONDITIONS OF TENDER ENQUIRY FOR FOREIGN BIDDER (ANNEXURE-C)	08
6.	LIST OF BHEL CONSORTIUM BANK	01
7.	CERTIFICATE BY CHARTED ACCOUNTANT FOR MSE SUPPLIERS	01
8.	GENERAL INSTRUCTIONS & STANDARD TERMS & CONDITIONS (GISTC) REV.06 FOR FOREIGN SUPPLIER	13
9.	GENERAL INSTRUCTIONS & STANDARD TERMS & CONDITIONS (GISTC) REV.06 FOR INDIGINOUS SUPPLIER	13
10.	NON-DISCLOSURE AGGREEMENT (NDA)	08
11.	MADE IN INDIA DECLARATION FORMAT	01
12.	BHEL STANDARD PBG FORMAT	02
13.	INTEGRITY PACT	05
	<b>TOTAL PAGES</b>	<b>70</b>

<b><u>Technical Documents</u></b>		
	<b><u>Document No.</u></b>	<b><u>Number of pages</u></b>
1.	A BRIEF WRITE UP ON ELECTRO HYDRAULIC ACTUATOR FOR MAIN STEAM VALVE FOR 660/800 MW RATING STEAM TURBINE VALVES	07
2.	BHEL QUALITY PLAN FORMAT	01
	<b>TOTAL PAGES</b>	<b>08</b>

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PPX-BOI DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED  
HEEP: HARDWAR-249 403 (Uttarakhand)  
FAX: +91 1334 226084/226462  
TEL: +91 1334 28 4269/1690

Enquiry No.: B/4011/2020/4844V/1  
Item : EHA for Turbine valves with  
spares  
Project : 1x660 MW Sagardighi

**INSTRUCTION TO BIDDERS AND SPECIAL TERMS OF THE ENQUIRY**

**1. SCOPE OF ENQUIRY**

Sealed Bids are invited from bidders for providing the complete engineering, design, supply of all material equipment, fabrication, assembly, pre-shipment testing at manufacturer's works, proper packing for transportation, delivery at plant site and supervision of erection and commissioning and training as per detailed specifications of Electro Hydraulic Actuator , for 1X660 MW Sagardighi project.

**2. PROJECT INFORMATION**

<b>1.Project Name</b>	<b>1x 660 MW Sagardighi STPP</b>
<b>Consignee Address</b>	DEPUTY GENERAL MANAGER (I/C-PROJECTS) SAGARDIGHI THERMAL POWER PROJE CT,P.O.-MANIGRAM,DIST.
<b>Custom Duty Structure</b>	CD on Project Import
<b>Tax Structure</b>	GST Extra
Pls. note that the comparison would be done as per the applicable taxes and duties on the date of opening of Price Bid.	

**3. Brief Description of the requirement (For details refer price checklist)**

Sl. No.	Material Code	Total Requirement/ Project	Item Description	Delivery Required
1.	Material Code : W90311400230	01 Set  Project : Sagardighi	ELECTRO HYDAULIC ACTUATOR (EHA) FOR MAIN TURBINE VALVE As per spec DRG: <b>31140030600</b> Rev 00	24.02.2023
2.	Material Code : W90311400140	01 Set  Project : Sagardighi spares	COMMISSIONING SPARES PARTS FOR ELECTRO HYDAULIC ACTUATOR (EHA) FOR MAIN TURBINE VALVE AS PER DRG No : 41140056502 REV: 02	24.02.2023
3	Material Code : W99311401021	01 Set  Project : Sagardighi spares	MANDATORY SPARES FOR EHA AS PER DRG No : 31140030607 REV: 00	01.04.2024

**4. EARNEST MONEY DEPOSIT (EMD) :**

Interested bidders must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:



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Details	Amount In INR	
EMD	INR 2,00,000/- (INR Two Lac) or equivalent currency	Refundable

3.2 The EMD should be submitted in the form of demand draft / Pay Order/ cash (as permissible under income tax act). The Drafts shall be drawn in favor of “**BHEL Hardwar**”. In case of foreign bidders, E- payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTARAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

4.2 The suppliers who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.

4.3 All Central/State – PSUs/ Government Departments/ MSE Suppliers are exempted from submission of EMD. Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are also exempted from submission of EMD.

“MSE Suppliers can avail the intended benefits only if they submit UDYAM certificate/UAM 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 (Format enclosed at annexure-1 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 benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite 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 Gazette officer.”

4.4 Bids should be accompanied with requisite EMD. BHEL reserve the right to reject the offer not accompanied by requisite/inadequate EMD.

4.5 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening within the validity of its offer.

## 5. PRE-QUALIFICATION REQUIREMENT (PQR);

Pre-Qualification requirement is mentioned in Annexure-A. Kindly ensure submission of documents in support of PQR (As applicable). Offer submitted by bidders will be scrutinized with respect to pre-qualification requirement first. Technical offer of the bidders not meeting Pre-qualification requirement will not be scrutinized.

**Important Note:** Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. Not more than 30 days (After Opening of Techno-commercial offers) will be allowed



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to bidders for completing PQR documents. PQR review will be closed within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no-further correspondence may be entertained thereafter.

#### 6. **TECHNICAL SPECIFICATIONS:**

The OEM manufacturer meeting pre-qualification requirement and having capability for supplying EHA may seek complete technical specifications from BHEL in Soft Copy. For seeking "technical specifications" potential suppliers shall submit following documents:

- **Non- Disclosure agreement (Duly signed and stamped at each page by original equipment manufacturer)**

The request for "technical specifications" with above documents should reach BHEL-Haridwar within 01 week from the date of issuing the tender notification. The technical documents will be provided with 07 days of receipt of request and above mentioned documents. All requests shall be addressed to the contact detail mentioned in clause no. 16 of this NIT.

#### 7. **SUBMISSION OF OFFER**

- Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the tender.
- Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- Tenders are to be submitted in **Two Parts** and **Part-I** (Techno-Commercial Bid) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:
- Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES. The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.

This should be read and complied in conjunction with clause 3.0 of General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)

#### 8. **MAKE IN INDIA**

"As per public procurement (Preference to Make in India) circular Dtd. 04.06.2020 & corporate circular AA: SSP : PPP:MII dated 24.07.2020 following is to be the part of all NIT i.e.

"For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier/Non local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Reference to Make In India) . Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT".



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Make in India deceleration certificate is enclosed. Suppliers are proposed to submit signed & stamp copy of the same along with their offer.

#### 9. CUSTOMER APPROVAL REQUIREMENT:

Kindly note that supplier approval by the end-user is mandatory for consideration of their offer for Sagardighi project. Kindly submit your manufacturing credentials, quality & experience details of this item for taking approval from End user/customer.

#### 10. Evaluation Criteria

Evaluation shall be done on total landed cost to BHEL up to project site **(material cost and services taken together)**.

#### 11. OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers. BHEL will reserve the right to reject the offer, quoting validity less than 180 days.

#### 12. PRE BID CLARIFICATION/ PRE BID MEETING

- Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.
- In case of any confusion / non-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. Pre-bid meeting can also be arranged on bidder's request for clarification of techno-commercial scope.
- No deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.
- The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.
- Bidders shall submit their techno-commercial queries within 10 days of floating the NIT. Clarifications would be arranged within next one week. Bidders may also request for pre-bid meeting for techno-commercial clarification within one weeks of floating the NIT.

#### 13. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned/hold list, as also the offers of the bidders who engage the services of the banned/hold firms, shall be rejected. The list of banned/hold firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

#### 14. Offer shall be submitted in two parts- Part-1 & Part-2



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**PART-I: PRE-QUALIFICATION REQUIREMENT (PQR)/ TECHNICAL/ COMMERCIAL BID (IN ONE ORIGINAL AND INK SIGNED ON EACH PAGE OF THE OFFER)**

Comprising of following documents:

- Details of EMD
  - Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc.
  - Complete Technical offer with relevant drawings/ documents /QP etc. (as **per detailed specifications**)
  - Endorsed copy of this document (i.e. **Instruction to bidders special conditions of the NIT, General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)- As applicable for Indigenous or foreign bidder**) in original duly signed and stamped by the bidder.
  - Commercial Terms & Conditions
  - Any Deviation with reference to NIT to be laid down on separate sheet.
  - Un-Priced replicas of Price Bid without prices.
  - Supplier Registration Form:** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted.
- Note: Suppliers who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the Supplier registration form.

**PART-II: PRICE-BID:**

The price Bid (with prices) for the complete scope as specified in price schedule Annexure-I shall be submitted.

The Part-I & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

"TENDER FOR (ITEM NAME) AGAINST TENDER NO. ----- DUE ON -----CONTAINING PART-I & PART-II. Vendor's full name and address should be clearly mentioned on the envelope.

**15. Integrity Pact:**

- Integrity Pact (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) has 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 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 preliminary qualification.
- The details of nodal officer are given below;

Sl. No.	IEM	Address	E-mail id
1.	Sh. Arun Chandra Verma, IPS (Retired)	Flat No. C-1204 C Tower, Amrapali, Platinum Complex, Sector-119 Noida (UP)	<a href="mailto:Acvermal@gmail.com">Acvermal@gmail.com</a>



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2.	Sh. Virendra Bahadur Singh, IPS (Retired)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010.	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>
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- Please refer Section-8 of the IP Role & Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarifications/issues shall be addressed directly to the tender issuing (procurement) department.

#### 16. IMPORTANT NOTE;

**INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read and complied along with GISTC (for both Foreign or Indian Bidders as applicable). A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer.** In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Deviations (if any) are to be listed separately in deviation sheet. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.

**PART-I (as per clause 28 above) (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of bidders who may like to attend. Incomplete offers are liable to be rejected.

**Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 4 above (If applicable)**

All correspondence thereof, shall be addressed to the following persons:

<b>Mr. Ashish Gupta</b> <b>Designation: SDGM (PPX-BOI)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: gupta.a@bhel.in Tel: +91 1334 28 5834	<b>Ms. Swati Jain</b> <b>Designation: Dy. Manager(PPX-BOI)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: swati88@bhel.in Tel: +91 1334 28 1690
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**Pre-qualification requirements for "Electro-hydraulic actuators for main turbine valves" (PaR)**

Sl. No.	Pre-qualification requirements	Vendor response
1	The vendor should have the experience of <b>Design, Engineering, Manufacturing, Testing &amp; Supply of Electro-hydraulic actuators for main turbine valves</b> for Steam turbines of name plate rating <b>660 MW or above</b> , for at least one Steam Turbine unit, with parameters listed at point no. 2, 3 & 4 below. The vendor to confirm.  In support of experience, vendor to submit details of their past supply in the experience list format as per <b>Annexure-1</b> (copy enclosed).	
2	The <b>applicable main Steam parameters</b> for the Steam Turbine unit (referred at point 1 above) shall not be less than as follows. The vendor to confirm.  Main Steam pressure (Rated condition) $\geq 247 \text{ kg/cm}^2$	
3	The <b>normal working pressure of control fluid</b> inside the <b>Electro-hydraulic actuators</b> (referred at point 1 above) should be $\geq 160 \text{ bar}$ . The vendor to confirm.	
4	The quick closing time (Trip time) of <b>Electro-hydraulic actuators</b> (referred at point 1 above) should be $\leq 170 \text{ Milli second}$ . The vendor to confirm.	
5	<b>Operational philosophy of Electro-hydraulic actuators</b> (referred at point 1 above) should be " <b>Oil pressure to open &amp; Spring force to close</b> ". The vendor to confirm.	
6	The <b>Electro-hydraulic actuators</b> supplied by the vendor (referred at point 1 above) should be operated from an independent Hydraulic power supply unit, which is supplying the oil/FRF to all actuators at pressure $\geq 160 \text{ bar}$ . The vendor to confirm.	
7	The vendor should be the manufacturer of Electro-hydraulic actuators and should also have the in-house testing facilities for testing (like stroke test, timing test, hydraulic test etc.) of Electro-hydraulic actuators for main turbine valves. The vendor to confirm.	
8	The vendor should have the experience of satisfactory operation of Electro-hydraulic actuators for main turbine valves (referred at point 1 above) for at least one Steam turbine unit, for minimum one year as on date of issuance of enquiry.  In support of above, vendor has to submit either of the following:  a- Copy of Purchase orders, Test reports of the project and Commissioning protocols at project site. The date of Purchase order (P.O.) shall not be prior to 01.01.2010; OR  b- Certificates of satisfactory operation from their client / End user. The date of issue of experience certificate shall not be prior to 01.01.2010.	

**Note:**

1- Against vendor's replies, BHEL reserves the right to ask for more information / documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria (mentioned above from sl. no. 1 to 8).

2- A brief write up on **Electro-hydraulic actuators for main turbine valves** is also enclosed as **Annexure 2**.

Dy. Manager/STE-TG

Manager/STE-TG

SDGM/STE-TG

AGM/STE-HOD

*Sushel*  
10.06/21

*Lokhmi*  
10/06/21

*48*  
10/6/21

*Sham*  
10/6/2021



### Annexure – 1 (Experience list format)

Sl. No.		Parameters	Steam Turbine unit 1
1.	Name of the station and its Location		*
2.	Client name and its address, Fax no. & Tel. No.		*
3.	Name, designation, e-mail id & Mobile no. of the responsible person in client's organization		*
4.	Contract No. & Date		*
5.	Name plate rating in MW of individual Steam turbine unit	$\geq 660$ MW	*
6.	Starting date of work/ Date of order		
7.	Actual date of supply		*
8.	Date of Commissioning of system/ package		*
9.	Years of successful operation as on date of issuance of enquiry	1 years (Min.)	*
10.	Brief Scope of work		
11.	Designed by		*
12.	Manufactured by		*
13.	Control fluid used		
14.	Main Steam pressure (Rated condition)	$\geq 247$ kg/cm <sup>2</sup>	*
15.	Main Steam temperature (Rated condition)		
16.	Normal working pressure of control fluid	$\geq 160$ bar	*
17.	Operation philosophy	Oil pressure to open & Spring force to close	*
18.	Spring type		
19.	<b>EHA's for turbine valves :</b>		
19.1	<b>HP Stop valve actuator:</b>		
a)	Actuator piston diameter		
b)	Piston rod diameter		
c)	Damping stroke		
d)	Total actuator stroke, including over stroke		
e)	Actuator opening time		
f)	Actuator closing time (Trip time)	$\leq 170 \pm 10\%$ ms	*
g)	Spring size & no. of springs		
h)	Model no & make of EHA open/close (Pilot) valve		
i)	Model no. & make of EHA solenoid trip valve		
19.2	<b>HP control valve actuator:</b>		
a)	Actuator piston diameter		
b)	Piston rod diameter		
c)	Damping stroke		
d)	Total actuator stroke, including over stroke		
e)	Actuator opening time		
f)	Actuator closing time (Trip time)	$\leq 170 \pm 10\%$ ms	*
g)	Spring size & no. of springs		
h)	Model no. & make of EHA Servo valve		
i)	Make and model no. of EHA solenoid trip valves		
19.3	<b>IP stop valve actuator:</b>		
a)	Actuator piston diameter		

Sushant  
10-06-21



b)	Piston rod diameter		
c)	Damping stroke		
d)	Total actuator stroke, including over stroke		
e)	Actuator opening time		
f)	Actuator closing time (Trip time)	$\leq 170 \pm 10\% \text{ ms}$	*
g)	Spring size & no. of springs		
h)	Model no & make of EHA open/close (Pilot) valve		
i)	Model no. & make of EHA solenoid trip valve		
<b>19.4 IP control valve actuator:</b>			
a)	Actuator piston diameter		
b)	Piston rod diameter		
c)	Damping stroke		
d)	Total actuator stroke, including over stroke		
e)	Actuator opening time		
f)	Actuator closing time (Trip time)	$\leq 170 \pm 10\% \text{ ms}$	*
g)	Spring size & no. of springs		
h)	Model no. & make of EHA Servo valve		
i)	Make and model no. of EHA solenoid trip valves		
<b>19.5 Overload control valve actuator:</b>			
a)	Actuator piston diameter		
b)	Piston rod diameter		
c)	Damping stroke		
d)	Total actuator stroke, including over stroke		
e)	Actuator opening time		
f)	Actuator closing time (Trip time)	$\leq 170 \pm 10\% \text{ ms}$	*
g)	Spring size & no. of springs		
h)	Model no. & make of EHA Servo valve		
i)	Make and model no. of EHA solenoid trip valves		

**Note:**

(i)- Vendor to fill the applicable data in the format given above.

(ii)- Further the data against sl. no. 1, 2, 3, 4, 5, 7, 8, 9, 11, 12, 14, 16, 17, 19.1.f, 19.2.f, 19.3.f, 19.4.f & 19.5.f (marked as \*) are to be **mandatorily** filled by the vendor.

*Sushant*  
10-06-21

**Tender Enquiry no : B/4011/2020/4844/V1-EHA FOR**  
**SAGARDIGHI PROJECT**

**Financial PQR**

**ANNEXURE- Pre-Qualification criterion – Financial Soundness**

Bidders should meet the following criteria:

1. Net worth of the bidder should be positive for year ending as below:  
Year Ended as 31.03.2020 (where Financial Year is in practice)  
1. Or  
Year Ended as 31.12.2019 (where Calendar Year is in practice)
2. In support of qualification under the criteria at Sl.no. 1, bidder should submit documents like Audited Balance sheet/ Certificate from “CA or CPA” / Bank / D & B report.



**SPECIAL TERMS AND CONDITIONS**  
**(For Indigenous Vendors)**

Annexure-C

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

Sl. No.	Terms	Description	Your confirmation
1.	<b>Confirmation to General Instructions and standard terms &amp; conditions:</b>	<p>Please confirm the each clause of following documents:-</p> <ol style="list-style-type: none"> <li>1. General Instructions and standard terms &amp; conditions for bidding against tender enquiry (GISTC Version June'2021 Rev 06).</li> <li>2. Special terms &amp; conditions of tender enquiry (Annexure-C).</li> <li>3. Instructions to Bidders.</li> <li>4. PQR (Financial &amp; Technical)</li> </ol> <p>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case, deviation sheet is not received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.</p>	
2.	<b>Customer approval requirement</b>	<p>End User approval is mandatory requirement for considering your offer in this tender. Kindly submit your credentials along with your offer for take up your approval with End User.</p> <p>Price bid of the offer of only those bidders who will be approved by the End User will be considered for price bid opening.</p>	
3.	<b>Evaluation criteria</b>	<p>Evaluation shall be done project wise on total landed cost upto respective BHEL Project Site considering all material codes and services together.</p> <p><b>Services Include:</b> Supervision during Erection &amp; Commissioning and Training.</p>	
		<p>At present Custom Duty structure is as below : Sagardighi (Main &amp; spare Supply) : Custom Duty as "Project Import"</p> <p>Please note that the evaluation of bid would be done as per the applicable taxes and duties on the date of opening of Price Bid.</p>	
4.	<b>Basis of Quotation:</b>	<p><b>Confirm that Prices have been quoted on <u>Ex-works Freight pre-paid</u> basis upto Project Site.</b></p> <p>The goods must be dispatched through any BHEL approved transporters which are posted at our website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> . Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) / Receipted GR from project site for processing of your Invoice. No demurrage charges would be borne by BHEL.</p>	
		<p>Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p>	
		<p>Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p>	
		<p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p>	

Signature of supplier with seal



**SPECIAL TERMS AND CONDITIONS****Annexure-C****(For Indigenous Vendors)****Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		Applicable GST etc. should be indicated separately and clearly in the quotation, else it will be considered that the offer is inclusive of same.	
<b>5.</b>	<b>Taxes &amp; Duties</b>	<p>Details of applicable taxes &amp; duties are to be mentioned as per clause 11 of General Instructions and Standards Terms &amp; Conditions for bidding against tender enquiry (GISTC Version June'2021 Rev 06).</p> <p>In this regard, following is to be specifically mentioned in the offer:</p> <ol style="list-style-type: none"> <li>GST Registration Number</li> <li>Address of Principal place of Business</li> <li>Type of Business</li> <li>HSN Code, its description &amp; rate of applicable GST for the offered material</li> <li>Whether registered under Composite scheme of GST (Y/N).</li> </ol> <p>It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.</p> <p><b>Please submit your GST registration certificate.</b></p>	
		Please note that the evaluation of bid would be done as per the applicable taxes and duties on the date of opening of Price Bid.	
<b>6.</b>	<b>Material requirement for Sagardighi Project:</b>	<p><b>a) EHA for Main Turbine Valves against material code:</b></p> <p>Kindly ensure that you have submitted techno-commercial offer against material code W90311400230 (as per BHEL drawing no. 31140030600 Var 00 Rev 00, copy enclosed).</p> <p>For Electro Hydraulic Actuators (EHA) for Main Turbine Valves; please furnish the item-wise price of each item referred in BHEL purchase specification/Drawings.</p> <p><b>b) Mandatory spares for EHA against material code:</b></p> <p>Kindly ensure that you have submitted techno-commercial offer against material code W99311401021 (as per BHEL drawing no. 31140030607 Var 00 Rev 00, copy enclosed).</p> <p>For mandatory spares; please furnish the item-wise price of each item referred in BHEL purchase specification/ Drawings.</p> <p><b>c) Commissioning spares for EHA against material code:</b></p> <p>Kindly ensure that you have submitted techno-commercial offer against material code W90311400140 (as per BHEL drawing no. 4-11400-56502 Var 00 Rev 02, copy enclosed).</p> <p>For Commissioning spares; please furnish the item-wise price of each item referred in BHEL purchase specification/Drawings.</p>	
<b>7.</b>	<b>Recommended Spares</b>	Please submit item wise price list of each item referred in BHEL Drawing no 2-11400-56510 (Recommended Spare Parts) for Sagardighi Project .These prices shall be used for our reference and future ordering (if required) and not to be considered for Evaluation.	
<b>8.</b>	<b>Validity</b>	<p>Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comm. Offers.</p> <p>BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.</p>	
<b>9.</b>	<b>Delivery</b>	You are requested to offer your best possible delivery in number of weeks/ months.	

**SPECIAL TERMS AND CONDITIONS**  
**(For Indigenous Vendors)**

**Annexure-C**

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		Material is required as per delivery schedule mentioned in the enquiry. However, you are requested to offer your best possible delivery in number of weeks/months from the date of Purchase Order/documents approval. If your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserves the right to reject your offer.	
10.	<b>Engineering Document/ Document approval</b>	Please quote your valuable offer as per BHEL documents, drawings, specifications etc. as per the tender enquiry.	
		Drawings/Data sheets/documents & Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.  <b>Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm.</b>	
		EHA Documents submitted by vendor for BHEL's approval shall also be subject to Customer's approval. Therefore, timely submission of the complete set of EHA documents must be ensured by the vendor.	
		<p><b>a) Documents required at the time of offer submission :</b> Please ensure completeness of your offer in all respect along with all the relevant documents as mentioned against clause 9 of drawing No. 1-11400-30510, 1-11400-30520 , 1-11400-56511, 1-11400-30540 and 1-11400-56512.</p> <p><b>b)</b> The document no "CIE-EHA-F9" (CIE specification for Electro Hydraulic Actuators) is part of BHEL specification and shall be complied by vendor.</p> <p><b>c) Documents required after order placement:</b> Kindly note &amp; confirm that in the event of ordering, all documents as per drawing no 31140056501 (Master Document List) shall be submitted for BHEL/Customer review and approval complying time schedule mentioned therein.</p>	
11.	<b>Liquidated Damages</b>	<b>Liquidated Damages</b> for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the "lot-wise total order value" per week of delay or part thereof subject to a maximum of 10% of the "lot-wise total order value".  Date of GR shall be considered as actual date of delivery. Please confirm your acceptance.	
		Please note that in case of any deviation in the penalty terms, loading will be done to the extent the late delivery penalty is not accepted by the vendor.	

**SPECIAL TERMS AND CONDITIONS**

Annexure-C

**(For Indigenous Vendors)**

Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning &amp; Mandatory Spares for Sagardighi Project

12.	<b>Supervision during Erection &amp; Commissioning and Training</b>	<ul style="list-style-type: none"> <li>Kindly note that the vendor shall carry out supervision work during Erection &amp; Commissioning of the equipment. Since there are substantial interfaces of EHA with HPSU, therefore vendor shall carry out their supervision work at site to ensure satisfactory commissioning of all EHA's along with associated HPSU. Kindly quote the lumpsum price of the same in your offer. A period of Approx. 6 (Six) man-days has been envisaged for supervision during erection &amp; commissioning for each TG set &amp; 02 mandays for training (once for project).</li> <li>Kindly note that training program at site for 2 (Two) days (Once for Total Project) shall be provided by the vendor regarding design/ construction features, operation &amp; maintenance of the supplied equipment's (Including C&amp;I) to customer/ BHEL Engineers.</li> </ul> <p><b>Please ensure that "Per Man Day" &amp; "Per Visit" charges for Supervision during Erection &amp; Commissioning and Training including every expense are quoted.</b></p> <p><b>Please note that maximum 2% of total order value will be payable towards supervision charges during E&amp;C and training of the equipment at project site.</b></p>	
		Please note that the charges quoted for Supervision during Erection & Commissioning and Training shall be inclusive of applicable GST & TDS.	
		<p>Please note that the charges quoted for Supervision during Erection &amp; Commissioning and Training shall be inclusive of applicable GST&amp; TDS.</p> <p>Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be as per DTAA between your country and India. You should generally be able to get credit for TDS from the tax authorities in your country based on the certificate provided by BHEL (TDS certificate), if there is a Double-Taxation Avoidance Agreement (DTAA) with India.</p>	
		Please note that the vendor should send a checklist to BHEL prior to deputation of competent representative for Commissioning. BHEL will confirm the checklist prior to issuing Commissioning Call to the vendor. After receipt of checklist from BHEL, the vendor would send the competent representative within 15 days of confirmation of site readiness. <b><u>In case, any additional work is required which is beyond the scope/warranty/guarantee of the vendor, the work would be commenced only after signed agreements with site representative &amp; the vendor.</u></b>	
13.	<b>Payment Terms</b>	<p><b>Payment for Material Portion:</b></p> <p>100% Payment after receipt of material/items at BHEL project sites with PBG for 5% of the order value (lotwise). Lotwise PBG should be valid for entire Guarantee/ Warranty period. PBG shall be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks in India (recent list of BHEL consortium Banks may be obtained from BHEL as and when required).</p> <p>In case PBG has been submitted from any foreign Bank (Outside India). The Bank Guarantee shall be confirmed by BHEL consortium Bank in India.</p>	

**SPECIAL TERMS AND CONDITIONS****Annexure-C****(For Indigenous Vendors)****Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		<p>Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy.</p> <p><b>Requirement of PBG for Guarantee/ Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.</b></p>	
		<p><b>Payment for Supervision during Erection &amp; Commissioning and Training:</b> 100% against Invoice thru Bank / direct to BHEL along with submission/confirmation of below points:</p> <ol style="list-style-type: none"> <li>1) Confirmation of supervision during erection &amp; Commissioning clearly mentioning actual No. of days and No. of visits in the "time sheet". (Certified by BHEL site executive)</li> <li>2) Submission of successful commissioning certificate from Project Site.</li> <li>3) Confirmation of training mentioning No. of visits (if any) and No. of days involved (Certified by BHEL site executive).</li> </ol>	
		<p>The payment may be claimed thru bank or directly to BHEL. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.</p>	
		<p>Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.</p>	
		<p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p>	
<b>14.</b>	<b>Quality Requirements</b>	<ul style="list-style-type: none"> <li>• Kindly submit the quality plan in enclosed format for BHEL &amp; End user approval.</li> <li>• Kindly confirm that Inspection shall be done by Third Party Inspection agency as per End user approved quality plan.</li> <li>• Kindly specifically confirm to follow NTPC approved Quality Plan.</li> <li>• Scope of Inspection shall be witnessing of dimension, model code, pressure &amp; leakage test, functional test, servo valve minimum voltage test, displacement transducer output test, switching time test (opening &amp; closing) &amp; verification of material and other BOI item test certificates.</li> <li>• For items which are not appearing in customer approved quality plan, supplier to submit Certificate of compliance endorsed by third party inspection agency.</li> <li>• Co-ordination with TPI will be sole responsibility of the bidder.</li> </ul>	
		<p>Advance Intimation for Inspection is to be given (to BHEL &amp; Third Party Inspection agency ) 30 days prior to readiness of material.</p>	
<b>15.</b>	<b>Mandatory Procurement (Make In India)</b>	<p>For this procurement, the local content to categorize a supplier as a class local supplier/class II local supplier/Non local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Reference to Make In India) . Order 2017 dated 04.06.2020 issued by DPIIT.</p> <p>In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT. Make in India deceleration certificate is enclosed. Kindly submit signed &amp; stamp copy of the same along with your offer.</p>	



**SPECIAL TERMS AND CONDITIONS**

Annexure-C

**(For Indigenous Vendors)**

Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning &amp; Mandatory Spares for Sagardighi Project

16.	<b>MDCC Clause</b>	Please confirm that material shall be dispatched only after issuance of MDCC from BHEL. The Test Certificates/Inspection reports for the tests as per approved quality plan shall be submitted to BHEL for review and acceptance before dispatch of Material. The Material Dispatch Clearance (MDCC) will be provided by BHEL within 07 days of receipt of documents, provided those are complete in all respects. Material shall be dispatched within one week of issue of MDCC (material dispatch clearance certificate) by BHEL.	
17.	<b>Guarantee</b>	Kindly confirm the following Guarantee/Warranty clause; <ul style="list-style-type: none"> <li>Standard Guarantee/Warranty period shall be provided for a period of 36 months from the date of supply or 18 months from commissioning, <b>whichever is earlier</b>. In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</li> <li>The supplier to provide technical support/services or alternative solutions against any issues; reported in the equipment supplied by the vendor for up to at least 10 years from the supply date.</li> <li>Minimum acceptable criteria of Guarantee/Warranty shall be 30 months from the date of supply or 12 months from the date of commissioning Loading@2% per annum of the order value will be done for reduced period on the suppliers not accepting standard Guarantee/Warranty period.</li> </ul>	
		Bidders not meeting minimum acceptable criteria of Guarantee/Warranty clause will be rejected.	
18.	<b>Arbitration, Risk Purchase &amp; FORCE MAJEURE</b>	Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC (copy enclosed)	
19.	<b>General terms</b>	Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b> Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
		Confirm that there is no deviation with respect to BHEL Specifications/documents. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
		Please note revision in the prices or submission of price impact for the “requirement / scope of supply”, which is a part of specifications of our tender enquiry will not be allowed during the validity of the offer. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
		Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored.	
		Please note that BHEL will deal directly with manufacturer and no	

Signature of supplier with seal

**SPECIAL TERMS AND CONDITIONS**

Annexure-C

**(For Indigenous Vendors)****Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		<p>correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. <b>Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same.</b></p> <p><b>Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</b></p>	
		Ink signed order acceptance shall be furnished within 15 days of order placement. In case order acceptance does not receive within 15 days of order placement Purchase Order deemed to be accepted by vendor.	
		Pl. Confirm that the prices will remain firm during the entire validity and execution of the Purchase Order, if any.	
		Submitted offer shall be complete in all respect as per tender enquiry. Incomplete offers shall not be considered.	
<b>20.</b>	<b>Material Supply</b>	Confirm specifically that material shall be supplied as per tender documents and specifications.	
<b>21.</b>	<b>Material verification</b>	The supplier shall depute their representative to site after receipt of material. The boxes/ consignment received from supplier will be opened in front of supplier's representative and the content of the packages would be inspected jointly w.r.t. detailed packing list. Any shortage or physical damage shall be identified and recorded in the minutes to be signed with Site/ BHEL Haridwar's representative. Supplier shall depute their representative for this activity within two weeks of receipt of intimation from BHEL without any additional cost.	
<b>22.</b>	<b>O&amp;M Manuals</b>	<p>Kindly confirm that in the event of ordering, O&amp;M manuals will be provided in 18 nos. of Hard Copies and 05 nos. of CDs directly to BHEL Haridwar as per clause 2.4.1 of BHEL drawing no. 1-11400-56012.</p> <p>3 Nos. Hard Copies &amp; 01 no. CD of O&amp;M Manual shall be supplied along with equipment to site.</p> <p>Kindly note that your documents including O&amp;M Manual shall bear the details as per cover page (Annexure-IV). Further the cover page of the O&amp;M Manual shall be bilingual in Hindi &amp; English Language.</p>	
<b>23.</b>	<b>Packing Instructions</b>	<ul style="list-style-type: none"> <li>All the equipment / items shall be supplied in closed steel boxes/closed wooden boxes with steel cover sheet. Packing boxes should be Rain proof.</li> <li>Packaging of item should be done in such a way that it should not require any internal package inspection for at least one year.</li> <li>The sl.no of packing boxes shall be indicated by the supplier from box. No BHEL/HWR/BOI/986-995 on each box.</li> <li>All the equipment/items shall be dispatched in seaworthy packing as per packing instruction document no HW0232898.</li> </ul> <p><b>3. Additional Instructions for Mandatory Spares :</b></p> <p>(3.1) Packing box of mandatory spares (material code W99311401021) should be painted with green color for easy identification at project site.</p> <p>(3.2) "Mandatory Spares" should be clearly mentioned on the dispatch box.</p> <p>(3.3) Each item in these boxes must be tagged with same description &amp; quantity as in vendor packing list.</p>	

Signature of supplier with seal

**SPECIAL TERMS AND CONDITIONS**

Annexure-C

**(For Indigenous Vendors)****Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		<p>(3.4) Mandatory spare item should be dispatched in separate box.</p> <p>(3.5) Description of item in Packing list must be matched with purchase order.</p> <p>(3.6) Quality requirement will be same as main supply equipment.</p>													
<b>24.</b>	<b>Offers/Bids submission through e-mail during lockdown due to COVID-19</b>	<p>Due to lockdown/COVID-19, if vendor are unable to submit hardcopy of their Offer/Bid, then vendors can submit their offer/Bid through e mail to the following e-mail address <a href="mailto:tendercell.heep@bhel.in">tendercell.heep@bhel.in</a>.</p> <p>For submission of bids through e-mail following procedure must be followed.</p> <p>Vendors submitting their bids through e mail to have following clear subject line:</p> <ol style="list-style-type: none"> <li>1. Tender Enquiry Reference No.....</li> <li>2. Bid Opening date (Part 1, Techno Commercial).....</li> </ol> <p>Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail (<a href="mailto:tendercell.heep@bhel.in">tendercell.heep@bhel.in</a>) after 1:45 PM (IST) on the day of bid opening, however if no password is received upto 4:00 PM (IST) bids will not be opened and will be ignored. Submission of bids through e mail shall be considered as consent to open the bid without physically witnessing the event.</p>													
<b>25.</b>	<b>Integrity Pact</b>	<p>a. IP is a tool to ensure that activities and transactions between the Company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. As of now, following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with approval of CVC to oversee implementation of IP in BHE. For update external monitors please visit our website <a href="http://www.bhel.com">www.bhel.com</a>:</p> <p>The details of nodel officer are given below;</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>IEM</th><th>Address</th><th>E-mail id</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Sh. Arun Chandra Verma, IPS (Retired)</td><td>Flat No. C-1204 C Tower, Amrapali, Platinum Complex, Sector-119 Noida (UP)</td><td><a href="mailto:Acverma1@gmail.com">Acverma1@gmail.com</a></td></tr> <tr> <td>2.</td><td>Sh. Virendra Bahadur Singh, IPS (Retired)</td><td>H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010.</td><td><a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a></td></tr> </tbody> </table> <p><b>For update external monitors, please visit our website</b> <a href="http://www.bhel.com">www.bhel.com</a></p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) 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 preliminary.</p> <p>b. The tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p>	Sl. No.	IEM	Address	E-mail id	1.	Sh. Arun Chandra Verma, IPS (Retired)	Flat No. C-1204 C Tower, Amrapali, Platinum Complex, Sector-119 Noida (UP)	<a href="mailto:Acverma1@gmail.com">Acverma1@gmail.com</a>	2.	Sh. Virendra Bahadur Singh, IPS (Retired)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010.	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	
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<b>26.</b>	<b>Special Requirement</b>	Techno-commercial terms as confirmed above in Annexure-C shall supersede the similar terms mentioned in offer documents. Kindly confirm the same													

**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

Annexure-C

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

Sl. No.	Terms	Description	Your confirmation
1.	<b>Confirmation to General Instructions and standard terms &amp; conditions:</b>	<p>Please confirm the each clause of following documents:-</p> <ol style="list-style-type: none"> <li>1. General Instructions and standard terms &amp; conditions for bidding against tender enquiry (GISTC Version June'2021 Rev 06).</li> <li>2. Special terms &amp; conditions of tender enquiry (Annexure-C).</li> <li>3. Instructions to Bidders.</li> <li>4. PQR (Financial &amp; Technical)</li> </ol> <p>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case, deviation sheet is not received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.</p>	
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		<p>At present Custom Duty structure is as below : Sagardighi (Main &amp; spare Supply) : Custom Duty as "Project Import"</p> <p>Please note that the evaluation of bid would be done as per the applicable taxes and duties on the date of opening of Price Bid.</p>	
		<p>Please note that the exchange rate for evaluation would be taken as <b>TT Selling rate of SBI</b> as on scheduled date of tender opening (Part-1 bid, i.e. techno-commercial offer).</p>	
4.	<b>Basis of Quotation:</b>	<p>Please quote on FOB as well as CFR Mumbai Basis. Shipment charges shall be quoted separately in the offer.</p> <p>BHEL Reserves the right to place the order either on FOB or CFR basis.</p>	
		<p>To arrive at landed cost at project site, the FOB/CFR prices shall be loaded as per clause 6.0 of GISTC.</p>	
		<p>Please Inform Name of your FOB port.</p> <ul style="list-style-type: none"> <li>• <b>For FOB contract:</b> BHEL's freight forwarder shall be informed 15 days in advance of readiness of material for booking of Vessel (name of BHEL nominated freight forwarder may be obtained as and when required)</li> <li>• In case of CFR contract BHEL shall not responsible for any delay due to arrangement of shipment from FOB Port.</li> </ul> <p><b>Please confirm your acceptance.</b></p>	



**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

**Annexure-C**

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		Transit insurance shall be arranged by BHEL	
5.	<b>Material requirement for Sagardighi Project:</b>	<p><b>a) EHA for Main Turbine Valves against material code:</b></p> <p>Kindly ensure that you have submitted techno-commercial offer against material code W90311400230 (as per BHEL drawing no. 31140030600 Var 00 Rev 00, copy enclosed).</p> <p>For Electro Hydraulic Actuators (EHA) for Main Turbine Valves; please furnish the item-wise price of each item referred in BHEL purchase specification/Drawings.</p> <p><b>b) Mandatory spares for EHA against material code:</b></p> <p>Kindly ensure that you have submitted techno-commercial offer against material code W99311401021 (as per BHEL drawing no. 31140030607 Var 00 Rev 00, copy enclosed).</p> <p>For mandatory spares; please furnish the item-wise price of each item referred in BHEL purchase specification/ Drawings.</p> <p><b>c) Commissioning spares for EHA against material code:</b></p> <p>Kindly ensure that you have submitted techno-commercial offer against material code W90311400140 (as per BHEL drawing no. 4-11400-56502 Var 00 Rev 02, copy enclosed).</p> <p>For Commissioning spares; please furnish the item-wise price of each item referred in BHEL purchase specification/Drawings.</p>	
6.	<b>Recommended Spares</b>	<p>Please submit item wise price list of each item referred in BHEL Drawing no 2-11400-56510 (Recommended Spare Parts) for Sagardighi Project .</p> <p>These prices shall be used for our reference and future ordering (if required) and not to be considered for Evaluation.</p>	
7.	<b>Validity</b>	<p>Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comm. Offers.</p> <p>BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.</p>	
8.	<b>Delivery</b>	You are requested to offer your best possible delivery in number of weeks/ months.	
		<p>Material is required as per delivery schedule mentioned in the enquiry.</p> <p>However, you are requested to offer your best possible delivery in number of weeks/months from the date of Purchase Order/documents approval. If your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserves the right to reject your offer.</p>	
9.	<b>Engineering Document/ Document approval</b>	Please quote your valuable offer as per BHEL documents, drawings, specifications etc. as per the tender enquiry.	
		<p>Drawings/Data sheets/documents &amp; Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.</p> <p><b>Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm.</b></p>	
		EHA Documents submitted by vendor for BHEL's approval shall also be subject	

Signature of supplier with seal

**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

**Annexure-C**

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		to Customer's approval. Therefore, timely submission of the complete set of EHA documents must be ensured by the vendor.	
		<p><b>a) Documents required at the time of offer submission :</b> Please ensure completeness of your offer in all respect along with all the relevant documents as mentioned against clause 9 of drawing No. 1-11400-30510, 1-11400-30520 , 1-11400-56511, 1-11400-30540 and 1-11400-56512.</p> <p><b>b)</b> The document no "CIE-EHA-F7" (CIE specification for Electro Hydraulic Actuators) is part of BHEL specification and shall be complied by vendor.</p> <p><b>c) Documents required after order placement:</b> Kindly note &amp; confirm that in the event of ordering, all documents as per drawing no 31140056501 (Master Document List) shall be submitted for BHEL/Customer review and approval complying time schedule mentioned therein.</p>	
<b>10.</b>	<b>Liquidated Damages</b>	<p><b>Liquidated Damages</b> for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the "lot-wise total order value" per week of delay or part thereof subject to a maximum of 10% of the "lot-wise total order value".</p> <p>Date of Bill of lading shall be considered as actual date of delivery. Please confirm your acceptance.</p> <p>Please note that in case of any deviation in the penalty terms, loading will be done to the extent the late delivery penalty is not accepted by the vendor.</p>	
<b>11.</b>	<b>Supervision during Erection &amp; Commissioning and Training</b>	<ul style="list-style-type: none"> <li>Kindly note that the vendor shall carry out supervision work during Erection &amp; Commissioning of the equipment. Since there are substantial interfaces of EHA with HPSU, therefore vendor shall carry out their supervision work at site to ensure satisfactory commissioning of all EHA's along with associated HPSU. Kindly quote the lumpsum price of the same in your offer. A period of Approx. 6 (Six) man-days has been envisaged for supervision during erection &amp; commissioning for each TG set &amp; 02 mandays for training (once for project).</li> <li>Kindly note that training program at site for 2 (Two) days (Once for Total Project) shall be provided by the vendor regarding design/ construction features, operation &amp; maintenance of the supplied equipment's (Including C&amp;I) to customer/ BHEL Engineers.</li> </ul> <p><b>Please ensure that "Per Man Day" &amp; "Per Visit" charges for Supervision during Erection &amp; Commissioning and Training including every expense are quoted.</b></p> <p><b>Please note that maximum 2% of total order value will be payable towards supervision charges during E&amp;C and training of the equipment at project site.</b></p>	

**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

Annexure-C

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		Please note that the charges quoted for Supervision during Erection & Commissioning and Training shall be inclusive of applicable GST & TDS.	
		Please note that the charges quoted for Supervision during Erection & Commissioning and Training shall be inclusive of applicable GST& TDS. Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be as per DTAA between your country and India. You should generally be able to get credit for TDS from the tax authorities in your country based on the certificate provided by BHEL (TDS certificate), if there is a Double-Taxation Avoidance Agreement (DTAA) with India.	
		Please note that the vendor should send a checklist to BHEL prior to deputation of competent representative for Commissioning. BHEL will confirm the checklist prior to issuing Commissioning Call to the vendor. After receipt of checklist from BHEL, the vendor would send the competent representative within 15 days of confirmation of site readiness. <b><u>In case, any additional work is required which is beyond the scope/warranty/guarantee of the vendor, the work would be commenced only after signed agreements with site representative &amp; the vendor.</u></b>	
12	Payment Terms	<b>Payment for Material Portion:</b> 100% Payment after receipt of material/items at BHEL project sites with PBG for 5% of the order value(lot wise). Lotwise PBG should be valid for entire Guarantee/ Warranty period. PBG shall be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks in India (recent list of BHEL consortium Banks may be obtained from BHEL as and when required). In case PBG has been submitted from any foreign Bank (Outside India). The Bank Guarantee shall be confirmed by BHEL consortium Bank in India.	
		In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 90 days. Also loading will be done on your offer for payment through LC.	
		Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy. <b>Requirement of PBG for Guarantee/ Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.</b>	
		<b>Payment for Supervision during Erection &amp; Commissioning and Training:</b> 100% against Invoice through Bank / direct to BHEL along with submission/confirmation of below points: 1) Confirmation of supervision during erection & Commissioning clearly mentioning actual No. of days and No. of visits in the "time sheet". (Certified by BHEL site executive) 2) Submission of successful commissioning certificate from Project Site. 3) Confirmation of training mentioning No. of visits (if any) and No. of days involved (Certified by BHEL site executive).	
		Documents should be submitted to BHEL within 5 days of vessel sailing and receipt of OBL from shipping line.	
		Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.	

**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

**Annexure-C**

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

13	Quality Requirements	<ul style="list-style-type: none"> <li>Kindly submit the quality plan in enclosed format for BHEL &amp; End user approval.</li> <li>Kindly confirm that Inspection shall be done by Third Party Inspection agency (LRS/TUV/BV) as per End user approved quality plan.</li> <li>Kindly specifically confirm to follow End user approved Quality Plan.</li> <li>Scope of Inspection shall be witnessing of dimension, model code, pressure &amp; leakage test, functional test, servo valve minimum voltage test, displacement transducer output test, switching time test (opening &amp; closing) &amp; verification of material and other BOI item test certificates.</li> <li>For items which are not appearing in customer approved quality plan, supplier to submit Certificate of compliance endorsed by third party inspection agency.</li> <li></li> </ul>	
		The prices are to be quoted inclusive of Third Party Inspection Charges (By LRS/TUV/BV). The scope of inspection for Third Party Inspection Agency would be as per BHEL & Customer approved Quality Plan. In case if nothing has been mentioned in your offer about the Third Party Inspection charges, the same would be considered to be inclusive in your quoted prices.	
		Advance Intimation for Inspection is to be given (to BHEL & Third Party Inspection agency ) 30 days prior to readiness of material. Co-ordination with TPI agency will be sole responsibility of the bidder.	
14.	MDCC Clause	<p>Please confirm that material shall be dispatched only after issuance of MDCC from BHEL.</p> <p>The Test Certificates/Inspection reports for the tests as per approved quality plan shall be submitted to BHEL for review and acceptance before dispatch of Material. The Material Dispatch Clearance (MDCC) will be provided by BHEL within 07 days of receipt of documents, provided those are complete in all respects. Material shall be dispatched within one week of issue of MDCC (material dispatch clearance certificate) by BHEL.</p>	
15	Guarantee	<p>Kindly confirm the following Guarantee/Warranty clause;</p> <ul style="list-style-type: none"> <li>Standard Guarantee/Warranty period shall be provided for a period of 36 months from the date of supply or 18 months from commissioning, <b>whichever is earlier</b>. In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</li> <li>The supplier to provide technical support/services or alternative solutions against any issues; reported in the equipment supplied by the vendor for up to at least 10 years from the supply date.</li> <li>Minimum acceptable criteria of Guarantee/Warranty shall be 30 months from the date of supply or 12 months from the date of commissioning. Loading@2% per annum of the order value will be done for reduced period on the suppliers not accepting standard Guarantee/Warranty period.</li> </ul>	
		Bidders not meeting minimum acceptable criteria of Guarantee/Warranty clause will be rejected.	
16	Arbitration, Risk Purchase & FORCE MAJEURE	Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC (copy enclosed)	

Signature of supplier with seal



**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

**Annexure-C**

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

<b>17</b>	<b>General terms</b>	Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b> Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
		Confirm that there is no deviation with respect to BHEL Specifications/documents. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
		Please note revision in the prices or submission of price impact for the “requirement / scope of supply”, which is a part of specifications of our tender enquiry will not be allowed during the validity of the offer. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
		Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored. Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. <b>Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same.</b> <b>Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</b>	
		Ink signed order acceptance shall be furnished within 15 days of order placement. In case order acceptance does not receive within 15 days of order placement Purchase Order deemed to be accepted by vendor.	
		Pl. Confirm that the prices will remain firm during the entire validity and execution of the Purchase Order, if any.	
		Submitted offer shall be complete in all respect as per tender enquiry. Incomplete offers shall not be considered.	
<b>18</b>	<b>Material Supply</b>	Confirm specifically that material shall be supplied as per tender documents and specifications.	
<b>19.</b>	<b>Material verification</b>	The supplier shall depute their representative to site after receipt of material. The boxes/ consignment received from supplier will be opened in front of supplier's representative and the content of the packages would be inspected jointly w.r.t. detailed packing list. Any shortage or physical damage shall be identified and recorded in the minutes to be signed with Site/ BHEL Hardwar's representative. Supplier shall depute their representative for this activity within two weeks of receipt of intimation from BHEL without any additional cost.	
<b>20</b>	<b>O&amp;M Manuals</b>	Kindly confirm that in the event of ordering, O&M manuals will be provided in 18 nos. of Hard Copies and 05 nos. of CDs directly to BHEL Haridwar as per	

Signature of supplier with seal

**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

**Annexure-C**

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		<p>clause 2.4.1 of BHEL drawing no. 1-11400-56012.</p> <p>3 Nos. Hard Copies &amp; 01 no. CD of O&amp;M Manual shall be supplied along with equipment to site.</p> <p>Kindly note that your documents including O&amp;M Manual shall bear the details as per cover page (Annexure-IV). Further the cover page of the O&amp;M Manual shall be bilingual in Hindi &amp; English Language.</p>	
<b>21</b>	<b>Mandatory Procurement (Make In India)</b>	<p>For this procurement, the local content to categorize a supplier as a class local supplier/class II local supplier/Non local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Reference to Make In India) . Order 2017 dated 04.06.2020 issued by DPIIT.</p> <p>In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT. Make in India deceleration certificate is enclosed. Kindly submit signed &amp; stamp copy of the same along with your offer.</p>	
<b>22</b>	<b>Packing Instructions</b>	<p>1. All the equipments / items shall be supplied in closed steel boxes/closed wooden boxes with steel cover sheet. Packing boxes should be Rain proof.</p> <p>1. Packaging of item should be done in such a way that it should not require any internal package inspection for at least one year.</p> <p>2. The sl.no of packing boxes shall be indicated by the supplier from box. No BHEL/HWR/BOI/986-995 on each box.</p> <p>3. All the equipment/items shall be dispatched in seaworthy packing as per packing instruction document no HW0232898.</p> <p><b>3. Additional Instructions for Mandatory Spares :</b></p> <p>(3.1) Packing box of mandatory spares (material code W99311401021) should be painted with green color for easy identification at project site.</p> <p>The sl.no. of</p> <p>(3.2) "Mandatory Spares" should be clearly mentioned on the dispatch box.</p> <p>(3.3) Each item in these boxes must be tagged with same description &amp; quantity as in vendor packing list.</p> <p>(3.4) Mandatory spare item should be dispatched in separate box.</p> <p>(3.5) Description of item in Packing list must be matched with purchase order.</p> <p>(3.6) Quality requirement will be same as main supply equipment.</p>	
<b>23</b>	<b>Offers/Bids submission through e-mail during lockdown due to COVID-19</b>	<p>Due to lockdown/COVID-19, if vendor are unable to submit hardcopy of their Offer/Bid , then vendors can submit their offer/Bid through e mail to the following e-mail address <a href="mailto:tendercell.heep@bhel.in">tendercell.heep@bhel.in</a>.</p> <p>For submission of bids through e-mail following procedure must be followed.</p> <p>Vendors submitting their bids through e mail to have following clear subject line:</p> <p>1. Tender Enquiry Reference No.....</p> <p>2. Bid Opening date (Part 1 , Techno Commercial).....</p> <p>Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 1:45 PM (IST) on the day of bid opening, however if no password is received upto 4:00 PM (IST) bids will not be opened and will be ignored. Submission of bids through e mail shall</p>	

Signature of supplier with seal

**SPECIAL TERMS AND CONDITIONS**  
**(For Foreign Vendors)**

**Annexure-C**

**Tender Enquiry No. B/4011/2020/4844V/1 for EHA with Commissioning & Mandatory Spares for Sagardighi Project**

		be considered as consent to open the bid without physically witnessing the event.													
<b>24</b>	<b>Integrity Pact</b>	<p>a. IP is a tool to ensure that activities and transactions between the Company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. As of now, following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with approval of CVC to oversee implementation of IP in BHE. For update external monitors please visit our website <a href="http://www.bhel.com">www.bhel.com</a>: The details of nodel officer are given below;</p> <table><tr><th>Sl. No.</th><th>IEM</th><th>Address</th><th>E-mail id</th></tr><tr><td>1.</td><td>Sh. Arun Chandra Verma, IPS (Retired)</td><td>Flat No. C-1204 C Tower, Amrapali, Platinum Complex, Sector-119 Noida (UP)</td><td><a href="mailto:Acverma1@gmail.com">Acverma1@gmail.com</a></td></tr><tr><td>2.</td><td>Sh. Virendra Bahadur Singh, IPS (Retired)</td><td>H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010.</td><td><a href="mailto:vbasinghips@gmail.com">vbasinghips@gmail.com</a></td></tr></table> <p><b>For update external monitors, please visit our website <a href="http://www.bhel.com">www.bhel.com</a></b></p> <p>b. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) 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 preliminary.</p> <p>c. The tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p>	Sl. No.	IEM	Address	E-mail id	1.	Sh. Arun Chandra Verma, IPS (Retired)	Flat No. C-1204 C Tower, Amrapali, Platinum Complex, Sector-119 Noida (UP)	<a href="mailto:Acverma1@gmail.com">Acverma1@gmail.com</a>	2.	Sh. Virendra Bahadur Singh, IPS (Retired)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010.	<a href="mailto:vbasinghips@gmail.com">vbasinghips@gmail.com</a>	
Sl. No.	IEM	Address	E-mail id												
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2.	Sh. Virendra Bahadur Singh, IPS (Retired)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010.	<a href="mailto:vbasinghips@gmail.com">vbasinghips@gmail.com</a>												
<b>25</b>	<b>Special Requirement</b>	Techno-commercial terms as confirmed above in Annexure-C shall supersede the similar terms mentioned in offer documents. Kindly confirm the same													

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank



**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s .....  
(hereinafter referred to as 'company') having its registered office at ..... is  
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)  
..... dtd: .....  
Category: ..... (Micro/Small). (copy enclosed).

Further verified form the Books of Accounts that the investment of the company as  
on date ..... as per MSMED Act 2006 is as follows:

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

Rs. .... Lacs

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

Rs. .... Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs. .... Lacs is within permissible limit of Rs. .... Lacs for  
..... micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (**Strike off whichever is not applicable**) and the date of graduation of such enterprises from its original category is .....  
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from  
its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification  
dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

### Table of Contents

1. GENERAL .....	1
2. ORIGIN OF QUOTATION .....	1
3. SUBMISSION OF TENDER .....	1
4. TENDER OPENING .....	2
5. SPECIFICATION, DRAWINGS & STANDARD .....	2
6. PRICE SCHEDULE .....	3
7. REVERSE AUCTION .....	3
8. DELIVERY TERMS .....	3
9. LD FOR LATE DELIVERY .....	4
10. PAYMENT TERMS .....	4
11. TAXES & DUTIES .....	5
12. BANK GUARANTEE .....	6
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS .....	6
14. QUALITY REQUIREMENT .....	6
15. VALIDITY .....	6
16. RIGHT OF ACCEPTANCE .....	6
17. TRANSIT INSURANCE .....	7
18. RISK PURCHASE .....	7
19. FORCE MAJEURE CLAUSE .....	7
20. NON-DISCLOSURE AGREEMENT .....	8
21. SETTLEMENT OF DISPUTES / ARBITRATION .....	8
22. WHARFAGE / DEMURRAGE RESPONSIBILITY .....	8
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS .....	8
24. INFORMATION TO THE BIDDERS .....	10
25. MAKE IN INDIA (GOVT-NOTIFICATION) .....	10
26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017 .....	12

27. NOTE .....	12
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### 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

### 2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

### 3. SUBMISSION OF TENDER.

- Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

**THE HEAD OF MATERIALS MANAGEMENT,  
Heavy Electrical Equipment Plant,  
Bharat Heavy Electricals Limited,  
HARIDWAR-249403 (Uttarakhand), INDIA.**

- TENDER ROOM is located at: Room No. - 415, 4<sup>th</sup> Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

**## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.**



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

#### 4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

***Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.***

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

### 6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.

h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.

i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

j) Currency of Evaluation shall be INR.

**NB: Financial evaluation of L1, L2 .....Status will be on the basis of Landed Cost to BHEL.**

### 7. REVERSE AUCTION.

**Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:**

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

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

### 8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.





## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

### 9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

#### b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

#### c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

#### d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

#### e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

#### f) DELIVERY IN CASE OF REJECTION: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

#### g) DELIVERY AGAINST BANK DOCUMENTS: In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

#### h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

### 10. PAYMENT TERMS.

#### a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

#### b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

#### c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

#### d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

#### e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

#### f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

#### g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

#### h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)****For Indian Bidders (Version June-2021, Rev: 06)****i) The loading criteria for the different payment terms shall be as under:**

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	<b>No Loading</b>
Against Delivery at BHEL-Stores Haridwar.	<b>45</b>
Against documents through bank (CAD):	<b>45</b>
Letter of Credit (LC)	<b>120</b>
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

**11. TAXES & DUTIES.**

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by

BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

### 12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

### 13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 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 & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

### 14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

### 15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

### 16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.



## **BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**

**For Indian Bidders (Version June-2021, Rev: 06)**

- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### **17. TRANSIT INSURANCE.**

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) 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.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

### **18. RISK PURCHASE.**

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

### **19. FORCE MAJEURE CLAUSE.**

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.





## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

### 20. NON-DISCLOSURE AGREEMENT.

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 or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

### 21. SETTLEMENT OF DISPUTES / ARBITRATION.

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

### 22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

### 23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- a) "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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

(Format enclosed at annexure-1 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) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

**b)** Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.

8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
  - a) In case of proprietary MSE, proprietor shall be Woman.
  - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

### 24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

### 25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

### E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular 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 supplier' as well as 'Non-local supplier', as per following procedure:

- 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.
- 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.

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 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,





## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

*Note: L1 Price refers to lowest evaluated / landed cost to Company.*

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

### 26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

### 27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
  1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
  2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

### 3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923."

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

### Table of Contents

1. GENERAL.....	1
2. ORIGIN OF QUOTATION.....	1
3. SUBMISSION OF TENDER.....	1
4. TENDER OPENING.....	3
5. SPECIFICATION, DRAWINGS & STANDARD.....	3
6. PRICE SCHEDULE.....	3
7. REVERSE AUCTION.....	4
8. DELIVERY TERMS.....	4
9. LD FOR LATE DELIVERY.....	6
10. PAYMENT TERMS.....	6
11. BANK GUARANTEE.....	7
12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.....	7
13. QUALITY REQUIREMENT.....	7
14. VALIDITY.....	8
15. RIGHT OF ACCEPTANCE.....	8
16. TRANSIT INSURANCE.....	8
17. PHYTOSANITARY CERTIFICATE.....	8
18. RISK PURCHASE.....	8
19. FORCE MAJEURE CLAUSE.....	9
20. NON-DISCLOSURE AGREEMENT.....	9
21. SETTLEMENT OF DISPUTES/ARBITRATION.....	10
22. INFORMATION TO THE BIDDERS.....	10
23. MAKE IN INDIA (GOVT-NOTIFICATION).....	10
24. RESTRICTIONS UNDER RULE 144(xi).....	12
25. NOTE.....	13

#### 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of purchase order until unless the deviations are specifically agreed by BHEL.

#### 2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

#### 3. SUBMISSION OF TENDER.

- Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows: -

Quotation against Enquiry No. \_\_\_\_\_ Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,  
THE HEAD OF MATERIALS MANAGEMENT,  
Heavy Electrical Equipment Plant,  
Bharat Heavy Electricals Limited,  
HARIDWAR-249403 (Uttarakhand), INDIA.

- TENDER BOX is located at TENDER ROOM, Room No. - 415, 4<sup>th</sup> Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)**

- C) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- D) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- E) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- F) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- G) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.

H) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.

I) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.

J) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

If the counter offer is to be given to other qualifying Vendor(s) (e.g. in case of splitting of order, MSE Vendors or the case of Purchase preference to make in India), then the basic price for each qualifying vendor has to be calculated taking the landed cost of the L1 vendor as reference. Basic price will be calculated by working backwards from the landed cost of L1 vendor in following manners;

### **(1) Counter offer in case of MSE Vendor(s) or the case of Purchase preference to make in India:**

Landed cost of L-1 vendor will be reduced by notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

### **(2) Counter offer in case of Splitting:**

Landed cost of L-1 vendor will be reduced by custom duty and notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

If the basic price so computed is less than the basic price of the L1 vendor, then this basic price shall be counter offered, otherwise the basic price of L1 vendor shall be counter offered.

- K) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.
- L) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

#### 4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

**Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.**

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

#### 6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- d) In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, **0.25 %** (of CFR Value) towards port handling charges & **1.5 %** (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- e) However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded **2.0%** (of FOB Value) towards sea freight, **0.25%** (of FOB Value) towards port handling charges & **1.5%** (of FOB value) towards inland freight for

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)**

ascertaining the landed cost to decide the comparative status of the prices.

**f) Basis of Evaluation for Bid / Quotation in foreign currency:**

1. Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:
2. Single part bid – Date of tender opening.
3. Two / Three-part bid – Date of part 1 opening.
4. Reverse auction – Date of part-1 opening.

**Note: - Financial evaluation of L1, L2 ----- status will be on the basis of Landed Cost to BHEL.**

f1) Currency of Evaluation shall be INR.

**g) Evaluation of Indian Agents Commission:**

1. BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
2. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / 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 shall be considered for computation of Agency commission.
3. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

**h) While submitting your bids please clearly indicate:**

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

**7. REVERSE AUCTION.**

**Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:**

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

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

**8. DELIVERY TERMS.**

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)**

- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- i) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- II. Notify party: Name and address will be as follows :( For discharge port Mumbai or Nhava Sheva)  
Bharat Heavy Electricals Limited  
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005  
Email: msseahwr@bhel.in & ppximx@bhelh.in (in case of Sea Shipments)  
Email: [msair@bhel.in](mailto:msair@bhel.in) and [ppximx@bhel.in](mailto:ppximx@bhel.in) (in Case of Air shipments)  
For latest updating please refer our web site: <https://hwr.bhel.com>
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of shipments other than FOB, OBL should mention the container detention free period.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL-Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

### 9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

#### b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

"In case of CFR shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of LD, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of LD."

"In case of FOB shipment, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date. The delay in shipment due to late intimation to BHEL nominated freight forwarder

and not attributable to BHEL will be considered for application of LD".

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) The delivery date for LD purpose will be the Bill of Lading Date/Air way bill.
- g) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

### 10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

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HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

- e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

**The loading criteria for the different payment terms shall be as under:**

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	<b>No Loading</b>
Against Delivery at BHEL-Stores Haridwar.	<b>45</b>
Against documents through bank (CAD):	<b>45</b>
Letter of Credit (LC)	<b>120</b>
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days difference i.e difference between 120 days and usance period if the usance period is < 120 days.
Advance	Delivery Period + 120 Days -Advance Payment Days

### 11. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit / performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL

consortium banks and the bank charges for such confirmation will be borne by the bidder.

### 12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 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 & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

### 13. QUALITY REQUIREMENT.

Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

### 14. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

### 15. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. 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.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### 16. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/ AWB, Invoice value etc.) to Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) 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.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

### 17. PHYTOSANITARY CERTIFICATE:

- a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer / dispatch documents that the required phytosanitary certificate will be submitted.
- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

### 18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

### 19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.

- i) Change in law/ government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement;
- b) mitigate the effect of any Force Majeure Event; and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in the P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

### 20. NON-DISCLOSURE AGREEMENT.

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

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)**

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 or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

### 21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

**JURIDICTION:** The courts of New Delhi, India, shall have exclusive jurisdiction.

### 22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.
- g) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.  
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- h) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.  
In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

### 23. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Foreign Bidders (Version June-2021,Rev: 06)

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
  - 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
  - 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference:  
Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -
- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
    - i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local
  - supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
  - b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular 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 supplier' as well as 'Non-local supplier', as per following procedure:
    - 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.
    - 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.
    - 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

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

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 prices, the contract may be awarded to the L1 bidder.

- c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.
- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19:-
- a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –
- b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

*Note: L1 Price refers to lowest evaluated / landed cost to Company.*

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

### 24. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

### 25. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
  1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
  2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble

shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

### 3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/-(Rs. Ten Lakh).
- (ii) In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh).

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employees Compensation Act, 1923."

- f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



# **NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT**

BETWEEN

\_\_\_\_\_ (Name of the Vendor)., having its registered offices in \_\_\_\_\_ (Address of Vendor), registered under the no. \_\_\_\_\_ of the Companies' register of \_\_\_\_\_ (Name of Place and Country), capital stock of \_\_\_\_\_ (Value), with a place of business in \_\_\_\_\_ (Name of Place and Country) (hereinafter referred to as

" \_\_\_\_\_ (Name of Vendor)" which expression shall unless repugnant to the context or meaning thereof , includes its successors in interest and assigns.

AND

**Bharat Heavy Electricals Ltd** a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 ( Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") hereinafter also referred to individually as "the Party" or collectively as "the Parties" **which expression shall unless repugnant to the context or meaning thereof , includes its successors in interest and assigns.**

## **BACKGROUND**

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

## **WHEREAS**

- A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Program defined in Exhibit 1;
- B) during the ensuing discussions and negotiations it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available, by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, the Parties have agreed as follows:

1. The term "Proprietary Information" shall mean any information or data of whatsoever kind of a confidential or proprietary nature,

including but not limited to, commercial information, know how and technical information trade secrets, IPR, brand name, marketing plan & all other non-public information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party : - identifies the Information as Proprietary at the time of original disclosure, - summarizes the Proprietary Information in writing .

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.
4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
  - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;

- b) be only disclosed to and used by those persons within the receiving Party's organization who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

- 5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request, or upon expiry of this agreement.
- 6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:
  - a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
  - b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
  - c) it has been lawfully received from a third Party without breach of this Agreement; or

- d) it has been or is published without violation of this Agreement; or
  - e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
  - f) Disclosure of such Proprietary information is required by Law or by a court of competent jurisdiction.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.
10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement .
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.
15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. Under the arbitration & Conciliation act 1996 by a sole arbitrator who shall be appointed by mutual consent of the parties. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to \_\_\_\_\_(**Name of Vendor**) shall be made at the following address:



**(Complete Address of Vendor)**

Attention: Mr. \_\_\_\_\_ **(Name of the Authorised Person of Vendor)**

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,  
HEAVY ELECTRICAL EQUIPMENT PLANT,  
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: **(Name of the PPX Incharge)**

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

19. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver hereof.

20. In the event that any provisions of this agreement shall be held by a court of competent jurisdiction to be unforceable, the remaining portions hereof shall remain in full force & effect.

Date :

Signed for and on behalf of

Signed for and on behalf of

**(Name of Vendor)**

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

## **EXHIBIT 1**

to the

### **NON-DISCLOSURE AGREEMENT**

between

\_\_\_\_\_(**Name of Vendor**) and  
**BHARAT HEAVY ELECTRICALS LIMITED**

dated:

\_\_\_\_\_

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services for which the order is placed

\_\_\_\_\_(**Name of Vendor**) list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

## **EXHIBIT 2**

to the

### **NON-DISCLOSURE AGREEMENT** between

\_\_\_\_\_(**Name of Vendor**) and  
**Bharat Heavy Electricals Ltd.**

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For **(Name of Vendor)**

**(Name of Person)**

Tel.

Fax

Address.

Mr.

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

## Format for Self Certification under preference to Make in India order

### Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier. The percentage of local content in the items \_\_\_\_\_ offered by us against Enquiry No. \_\_\_\_\_ is \_\_\_\_\_% (percentage).

Details of location at which local value addition will be made is as follows:

\_\_\_\_\_  
\_\_\_\_\_

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(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 the General Financial Rules along with such other actions as may be permissible under law.

Sign & Stamped of the supplier

**BANK GUARANTEE BOND****WAM 28**

(Paragraph 4.9.6 of – Works Accounts Manual)

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called 'the Company') having agreed to exempt \_\_\_\_\_ (hereafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for (hereafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we,

\_\_\_\_\_  
(Indicate the name of the Bank)  
(hereinafter referred to as 'the Bank') at the request of \_\_\_\_\_

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, \_\_\_\_\_ do hereby undertake  
(indicate the name of the Bank)  
to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

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

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



4. We \_\_\_\_\_ further agree that the Guarantee  
(Indicate the name of the bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the due of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all the liability under this guarantee there after.

5. We, \_\_\_\_\_, further agree with the company that  
(Indicate the name of the bank)

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We \_\_\_\_\_ lastly undertake not to revoke  
(Indicate the name of the bank)

this guarantee during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_  
(Indicate the name of the Bank)

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:



## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

## **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to



demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 - Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

## **Section 10 - Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.



- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

-----  
For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

**Clause on IP in the tender****“Integrity Pact (IP)”**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	<a href="mailto:dilip.chaudhary@icloud.com">dilip.chaudhary@icloud.com</a>
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	<a href="mailto:pravin.tripathi@gmail.com">pravin.tripathi@gmail.com</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

(1)

Name: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_

Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

(2)

Name: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_

Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_