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ANNEXURE –B

General Conditions of Contract (GCC) / General Terms & Conditions

A]	Submission of Offer In this document, terms Seller, Bidder, Supplier, Vendor, Contractor, Tenderer, and Offeror, are used interchangeably and all of them refer to the participants in the tender. Where the context so permits, these can also mean the entity on whom the order is placed by BHEL
i)	Invitation for bid a) Tenders are invited through electronic mode from all eligible suppliers for open tenders and from supplier(s) to whom the enquiry is addressed in case of Limited / Single Tender. b) The offers shall be posted into the system before the date and time specified in the tender document. c) The offer shall be sent on single part / two part / three-part basis as specified in the main tender document. d) Bids shall be submitted through BHEL's e-procurement Portal developed by NIC (https://eprocurebhel.co.in/) ONLY. Offers sent by post or any other such modes will not be entertained. e) In case of difficulties while registering on BHEL's e-Procurement portal, queries may be addressed to 0120- 4493395, 0120-4001002 and 0120-4001005; email: support-eproc@nic.in. These details are also available on the 'Contact Us' page of the portal. f) <u>Authorisation for participation in EPS portal through DSC: E-Tender. Participation requirements:</u> Either the Principal or their authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal for further details. (https://eprocurebhel.co.in). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal / agent and is valid legally. <u>1. For Foreign Principal</u> In case of the Principal being a foreigner, they may apply for DSC through the Indian embassy in their country and can register for participating in E-tenders. Details of the applicable procedure is available in the web page http://www.cca.gov.in. <u>2. For Indian agent</u> In case of agents of foreign vendors participating/registering their DSC (of authorised person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against BHEL Ranipet tenders shall be known as valid communication and shall binding on principal and is legally valid. g) To participate in BHEL Ranipet tender(s), a vendor needs to login to the portal as an approved and registered user. Bidders need to have a valid login id and password to login to the portal. Please enter login id, password and click on 'Login' button. After 'Login,' bidder to select digital signing and encryption certificates. Un registered bidders can register by clicking upon the 'Register' link and following the instructions provided on the screen.
ii)	Typical documents that would be required as part of tender submission a) Complete technical Offer with details, catalogues, as applicable. b) Un-priced bid (i.e. Bid without the Price) as per given format, if any. c) Filled-in BHEL's Standard Terms & Conditions as per Annexure(s) enclosed with the Tender Document d) Deviation summary submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and e) Supporting documents to substantiate equivalent material specifications / sections, where quoted for. f) Where asked for, Client list with their full addresses including details of contact person with phone no., postal address & e-mail ID to whom the same / similar items are supplied. The date of supply may also be indicated, against each client. The recency of the reference list required shall be as specified in the tender document. g) Suppliers can also upload their credentials by way of submission of Performance certificate(s) issued by their customer(s) detailing the quantity supplied and specification along with the un-priced order copies and proof of supply along with the offer. h) Dun & Bradstreet (D&B) reports shall be submitted by all non-Indian bidders towards the financial credentials. Technical acceptance of offer by BHEL shall be based on the evaluation of offer along with the submitted documents. i) Bidders who are not already registered with BHEL Ranipet are requested to submit the Supplier Registration Form (SRF) online (http://supplier.bhel.in/) for evaluating and registering them as approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation / registering the Supplier. <u>Please do not send hardcopies of the SRF</u> to us, only online submission shall be accepted. j) This registration process is a separate and parallel activity and is not to be mixed-up or combined with submission of offers.
iii)	Note a) The materials offered, shall conform to the specification and scope attached in the tender. In case the offered materials are not conforming to the enquiry material specification, such offers would not be considered for evaluation and would be rejected.



	b) Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected. c) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template). d) Offer(s) from within India shall be submitted along with the applicable HS Number/SAC code and the applicable Goods & services Tax (GST) for each quoted item, failing which the purchaser will not be liable for payment of such taxes and duties. Our GST No: 33AAACB4146P2ZL. e) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms <u>EXCEPT the PRICE</u> are to be indicated clearly in the offer. f) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to, in writing by BHEL. g) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid. h) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days. i) Offers sent by e-mail or post or courier would not be entertained. j) Registration process for items required by BHEL is always open at https://supplier.bhel.in. Prospective suppliers (including MSEs & owned by SCs/STs) may visit this site and apply for registration in the respective Unit at any point in time. k) Price Bid in conformance with the specification and terms as given in the Un-Priced bid document
iv)	Caution on submission of price bids through EPS: <i>a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value in words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened, no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</i> b) 1) Foreign / Overseas suppliers are hereby informed that offers with differential currencies are not permitted for a given tender document. 2) Multiple offers either in a single currency or different currencies for a single Enquiry will lead to rejection of all such offers. c) Note 1) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable). 2) Unless specified otherwise as part of the tender condition, Price Variation Clause (PVC) will <u>NOT</u> be entertained and no advance payment will be made by BHEL. 3) In case, there is a discrepancy in the terms quoted in techno-commercial bid and price bid, the terms as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered. 4) In their own interest, all Tenderers are advised to double check their prices, applicable duties, and taxes. 5) The quotation should be valid at least for a period of 90 days from the tender opening date / technical bid opening date. 6) Indian bidders should submit the prices in Indian Rupees only. 7) Foreign bidders may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided in NIC portal. 8) Indian Suppliers shall quote on F O R Destination basis only. Destination is BHEL, Ranipet Stores or BHEL Project Site as specified in the tender requirement. Foreign Suppliers shall quote on CFR Chennai. Seaport Delivery and Insurance will be in BHEL's scope. For foreign Suppliers, the cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and LC charges etc. No other delivery terms shall be acceptable. Shipment shall be arranged by the Seller on <i>Liner in / Liner out basis</i>. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as 'Government of India.' This shall be specifically confirmed by the Overseas Bidder. Where the items are amenable for air freighting (small quantities or low weight) suppliers can quote for CFR Chennai airport. 9) Where the cargo is containerised and are stuffed at the works of the supplier, container washing charges, stuffing charges and / or any other such charges would be to the account of the supplier. 10) i) Port of loading should be indicated without fail. ii) Port of discharge should be Chennai. iii) The preferred shipment mode 'Containerised Cargo or Break Bulk' shall be specified clearly in the offer.



v)	a) Containerised Cargo 1) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, Delivery Order (DO) charges to Shipping Liner at the specified port of discharge. Fourteen (14) FREE DAYS for Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost. 2) In case of shipment through Containers on CFR basis, the Bill of Lading (BL) should bear specific endorsement '14 free days for Container Detention is applicable.' b). Breakbulk Cargo: 1) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. 2) The materials will be Custom cleared from port itself.
vi)	Special Information to Foreign Suppliers: a) Indian Customs levies penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is required to be filed latest by the end of day preceding the day (including holidays) of arrival of the vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is currently INR.5000/- (Rupees Five Thousands only) every day, for the first 03 (Three) days and INR.10000/- (Rupees Ten thousands only) per day (thereafter). Such charges that are payable by BHEL due to any delay arising out of causes attributable to the supplier, shall be to the account of the seller. b) The vendor should furnish the non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post / courier to BHEL well before the landing of cargo at the final port of discharge / port of clearance. c) Vendor will be held responsible for the penalty arises against the late filing of Bill of Entry due to: 1) Non availability of non-Negotiable Documents (NNDs) before the cargo arrival, 2) Discrepancy in documents, and 3) Short-landing of consignments (for shipments on CFR/CPT/CIF/CIP – Port in India) d) All the shipments for the Purchase Orders are generally finalised on CFR-Chennai Port basis. In case the port of discharge is to be different, then the same will be mentioned in the main body of the tender. e) Delivery Orders involving multiple agencies like liners / freight forwarders are not allowed. There must be a single agency or office at the final discharge Port (Chennai) for issuing the Delivery Order (DO) to BHEL. f) The detention / demurrage charges arising due to the nomination of containers under single BL to different/ multiple CFS by the liner will be deducted from vendor's bills only. g) The detention / demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner /freight forwarder also whose offices are not at available in Chennai, will be deducted from Vendor's bills only. h) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge, no other charges will be borne by BHEL. i) The liner / freight forwarders should be suitably be instructed by the vendor not to claim such charges for issuing Delivery Order. If the liner / freight forwarder claims such charges in their invoices, the same amount will be deducted from the vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional / hidden costs or charges are: 1) CIC - Container Imbalance Charges/Surcharges 2) EIC - Equipment Imbalance Charge/Surcharges 3) CAF - Container/Currency Adjustment Factor 4) BAF - Bunker adjustment Factor 5) RDS - Rupee Depreciation Surcharge 6) CDS - Currency Depreciation Surcharge 7) PCS - Port Congestion Surcharge 8) LSS - Low Sulphur Surcharge 9) Devanning Charges



B]	Opening of Offers
i)	a) Offers are to be submitted before the due date and time specified in the tender bid document / corrigendum. Part I will be opened as specified in the tender bid document / corrigendum. Results of the tender opening will be available in the portal. b) Requests by Bidders for extension of due date is unlikely to be entertained by BHEL. c) Price Bid opening will be done through e-mode / Reverse Auction method which will be indicated in Tender bid document. All tenderers would have to specifically give their acceptance for this in their bid(s).
ii)	Note a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only. b) In exceptional circumstances, at its option, BHEL may consider extending the due date(s) for the tender openings for reasons such as (but not limited to) paucity of offers etc. However, sufficient notice would be given by BHEL for such extension(s). c) Deviations shall be summarised and provided in a 'Deviation Statement,' listing the points and the deviation against each point. Separate deviation statements shall be provided for technical and commercial conditions. d) 1.BHEL reserves the right to cancel the tender, increase or decrease the tendered quantity without assigning any reasons and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be specified in the tender terms. 2. If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as follows: 70% quantity being ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder(s) excluding H1, who accepts the L1 price as per the counter offer clause specified in this document. However, the final decision to split the order rests with BHEL only. 3.In the event that the other than L1 supplier/s do not accept the counter offer, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening. 4. Notwithstanding the quantum of split that may be indicated in the main body of the enquiry, bidders are advised to note that the splitting of the orders will be decided by BHEL after the evaluation of the techno-commercial bids. e) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offers would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole. f) Any conditional price discounts given will be ignored in the price comparison process.
C]	Evaluation of Offers
	Note: The evaluation currency for the tender shall be in Indian Rupees (INR).
i)	a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened. b) Offers with any pre-conditions are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison. c) In the event of any change in scope / quantity arising out of the discussions, Bidders would be given opportunity to submit their revised offer / impact price bids. The option for the revised offer / impact offer will be triggered by BHEL. The supplier then will have the facility to feed the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price and the revised price would be taken up in the price comparison process. d) For evaluating the overseas offers, CFR Chennai Sea Port price quoted will be taken into account. The cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and letter of credit (LC) charges etc. e) BHEL reserves the right to reject any offer without assigning any reasons / load any offer with factors other than already specified, on such offers having deviations to BHEL's specifications, Standard Terms & Conditions, at its discretion. The decision of BHEL in this regard shall be final. f) BHEL reserves the right to reject an offer due to unsatisfactory performance during tender finalisation / execution of order / contract at any of BHEL projects / Units in the past or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.



- g) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, or such parties as notified by the Government of India which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.
- h) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial / Unpriced bids. If that day happens to be a bank holiday, then the forex rate as on the previous bank working day shall be taken. This exchange rate will be followed till placement of order. Tenderers may please note that even if an impact price is taken as in (c) above, for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- i) Unless specified otherwise, evaluation will be on individual line-item basis only and ordering will be on respective L1 vendors.
- j) BHEL reserves the right to conduct negotiations on the 'Price' and 'Other Commercial Terms and Conditions' with the lowest ranked Bidder at any time after the bid opening but before the release of the Purchase Order and if required by BHEL, Supplier may have to share their costing sheet with BHEL.
- k) Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of their group companies, concerns, or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/ common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition then **ALL** the offers received from the group companies would stand rejected. If such relationship is found at a later date where the Purchase Order has been issued, then BHEL reserves the right to cancel the Purchase Order issued and initiate suitable action/s under the order/s including but not limited to forfeiting the Earnest Money Deposit (EMD), cash the Performance Security / Contract Execution Bank Guarantee (CEBG) and take recourse to other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings.
- l) Where mandated by the Government of India (GoI) or other statutory bodies, BHEL shall implement Purchase preference in favour of such entities as directed. Any directive or instruction issued by the Authorities subsequent to the tender issuance date shall have no force or effect on this tender unless specifically mentioned and incorporated into such directives.
- m) To identify eligible parties for such preferences, the lowest financial offer that is technically and commercially acceptable to BHEL upon bid opening* shall serve as the reference offer.
- n) Notwithstanding the foregoing, BHEL reserves the right to conduct price negotiations with the lowest bidder whose offer is commercially and technically acceptable, as provided under Clause C] i) j).
- o) The implementation of Purchase preference shall be contingent upon the eligible Bidder(s) accepting the final negotiated price offered by BHEL.
- p) The as-opened* lowest price shall ONLY be used to determine eligibility for preferences. However, order placement shall be subject to the eligible Bidder(s) accepting BHEL's counter offer (as per Counter offer clause), which will be based solely on the final negotiated price obtained from the lowest ranked party.

Note: *Bid opening shall encompass the opening of bids submitted in sealed paper format, electronically through the e-tendering platform hosted by BHEL or its designated service provider, and those received via the e-auction process conducted by BHEL or its appointed agents.

Counter offer Clause

BHEL shall, in accordance with all relevant Government of India guidelines or directives in effect on the tender issuance date, provide a counteroffer to all eligible parties for the final negotiated price obtained from the Lowest Responsive Bidder (L1).

Order finalisation shall occur with the party(ies) accepting the counteroffer, along with the L1 bidder if applicable, based on the item's divisibility. The Enquiry sheet specifies the quantity distribution in such situations.

Wherever counter offer is applicable, the same shall be operated as stated in this counter offer clause

q) For this procurement, Public Procurement (Preference to Make in India) – PPP-MII, Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 , 04.06.2020,19.07.2024 and all and any subsequent Orders issued by the respective nodal Ministry shall be applicable.

r) 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 19.07.2024 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"

s) **Preference to Make in India** including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 which is available in the following links .Counter offer shall be as per the counter offer clause referred in this GCC.

<https://dipp.gov.in/public-procurements>



http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf	P-45021/2/2017-B. E-II dated. 15th June-2017
http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf	P-45021/2/2017-PP(BE-II) dated. 28th May-2018
https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf	P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf	P-45021/2/2017-PP(BE-II) dated. 4th June-2020
https://dpiit.gov.in/sites/default/files/PPP-MII_Revision_Order_19July2024.pdf	P-45021/2/2017-PP(BE-II) dated. 19th July-2024

t) In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by breaking the tie by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall prevail and shall be final and binding on all the parties.

u) Concessions for MSEs

- 1) If the L1 bidder is not a 'non MSE' and if the tendered item is divisible, 75% of the order quantity will be awarded to L1. Thereafter, the lowest bidder among the 'MSE' will be invited to match the L1 price for the remaining 25% of the quantity subject to the 'MSE' quoted price falling within the margin of purchase preference (at present 15%), and the contract for that quantity will be awarded to such 'MSE' subject to matching the L1 price, as per the clause on 'Counter Offer'. In case, such lowest eligible 'MSE' fails to match the L1 price or accepts lesser than the offered quantity, the next higher 'MSE' within the margin of purchase preference will be invited to match the L1 price for the remaining quantity and so on, and the contract will be awarded accordingly. In case, some quantity is still left uncovered on MSE suppliers, then such balance quantity will also be ordered on the L1 bidder.
- 2) In case, after the bid opening, it is seen that no MSEs have become L1, but are within the margin of Purchase Preference (at present 15%), then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer order requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL will counter offer the L1 price, as per the clause on 'Counter Offer', for 100% quantity to the lowest MSE bidder within the margin of purchase preference (at present 15%). In case, such lowest eligible 'MSE' fails to match the L1 price, the next higher 'MSE' within the margin of purchase preference will be invited to match the L1 price and so on, and the contract will be awarded accordingly. In case, no MSE within the Margin of Purchase Preference accepts the counter offer, the order will be placed on the L1 bidder
- 3) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is outside the margin of Purchase Preference (at present 15%)."
- 4) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.
- 5) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.
- 6) MSE suppliers can avail the intended benefits only if they submit along with the offer Udyam Registration certificate. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non-submission of above documents will lead to consideration of their bids at par with other bidders as non-MSE vendor only in this tender.
- 7) Other concessions for MSEs / Reserved sectors (Also for women owned MSEs and MSEs owned by SC/STs) shall also apply. In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006, Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 or any other benefits / concessions such as that may be announced by the Government of India from time to time. However, such concessions as applicable at the time of tender issuance alone will be applicable. Any concessions advised after tender issuance will not be considered for the current tender unless specifically mentioned and incorporated into such directives.
- 8) Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening ONLY (Part 1 bid) shall apply as a part of this tender conditions.

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.



ii)	Customer Order Requirements In the purchasing of raw materials and components, there shall be instances where BHEL's customer provides among others but not limited to a) Buying Specifications b) Qualifying requirements including past experience in supply c) Testimonials on use and operation by other customers, and d) a list of recommended / approved suppliers. Where BHEL has received any or all of the above or any such similar requirements from end customer, the same are incorporated as part of this tender conditions. In such cases, a mention of the end customer and their requirements would appear in the special terms and conditions that would form part of this tender. In such cases, offers that do not comply with end customer order requirements are liable to be rejected. In case a supplier takes a deviation, by quoting for equivalent specifications or products that have similar functionality and/or work in a similar manner / environment, such offers may not be considered as the same need not be acceptable to end customer. In all these, the requirements, acceptance and approval by end customers shall prevail.
iii)	Conditions For Rejection of Offers: <u>Following is the possible list of situations which would lead to rejection of offer/s.</u> <u>This list is not exhaustive but only indicative.</u> BHEL reserves the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard. a) <i>If the offer fails to meet the technical requirements / specifications of the tendered item/s.</i> b) <i>If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, cancellation clause, penalties leviable etc., including the loading factors specified in the tender.</i> c) <i>If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If a supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.</i> d) <i>If any of the conditions listed below are applicable to the bidder, the offer is liable to be rejected:</i> If any, 1) Debt recovery / Winding up Proceedings are initiated against the Company in Courts / Debt Recovery Tribunals (DRTs), 2) Proceedings are there against the Company in National Company Law Tribunal (NCLT) with respect to Insolvency and Bankruptcy Code (IBC) or otherwise, 3) Any proceedings are there against the Company under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 4) Any restructuring proceedings are underway for the Company under Corporate Debt Restructuring (CDR), Strategic Debt Restructuring (SDR) or otherwise, 5) Divestment / demerger proceedings are underway for the Company under the Companies Act, 6) Any instructions received from the government authorities instructing for ceasing of business dealings, 7) If action(s) under guidelines of suspension of business dealings (https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors) and its latest revisions has been initiated against the company/bidder, and 8) Failure to sign & accept the Integrity Pact (where applicable). (Bidders are hereby informed that the contents of the Integrity Pact are firm and fixed and cannot be changed.)



iv)	Terms of payment and MSE benefits: a) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: 1.1 For non-MSE suppliers: 100% payment made directly through Electronic Fund Transfer (EFT) within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 90 days from the date of acknowledgement of receipt of materials at destination specified. 1.2 If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms 'Marginal Cost of funds based Lending Rate - MCLR' of State Bank of India (SBI) (as applicable on the date of Part-1 bid opening: Techno-commercial bid opening in case of two part bids) + 6%' will be considered for the periods of relaxation sought by bidders. 2.1 For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet, or 45 days from the date of acknowledgement of receipt of materials at destination specified. 2.2 MSE Vendors to get themselves registered in Udyam registration Portal. 2.3 The existing Micro & Small vendors are to submit copy of Udyam Registration Certificate. 2.4 BHEL is not bound to process incomplete invoices until the required documents like copy of acknowledged dispatch document (LR/RR courier receipt etc), Test Certificate, PG Test, GST requirements etc. as may be stipulated in the contract are complied with and furnished. Accordingly, 45 days will be calculated only from the date of receipt of all required documents in support of the Invoice. 2.5 If the Bidder wants to be considered as an MSE then, the Bidder shall submit Udyam Registration Certificate as a part of the tender document in the e-procurement portal. Offer/s received without these documents will be treated as non-MSE and order finalisation will be done based on this premise. Any evidence given post-order claiming MSE status will not be considered for the order released. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. 2.6 In case of any change in the MSE status, it shall be the responsibility of the Bidder to notify the change to BHEL. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. NOTE: 3.0. Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing original / copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) 4.0 For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above. b) Foreign Suppliers 1. 100% through Irrevocable & Unconfirmed LC with usance period of 120 days from the date of submission of negotiable documents to the beneficiary's bank for 100% value (less Agency Commission, if any). The LC shall be opened 15 days ahead of the agreed delivery period and shall be valid up to the PO delivery period for shipment and 15 days thereafter for negotiation. In case of staggered deliveries, the LCs shall be opened according to such delivery schedules. All bank charges in India are to BHEL's account and all other charges outside India to the Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of any deviation in the payment terms w.r.t tender terms 'Marginal Cost of funds based Lending Rate - MCLR' of State Bank of India (SBI) (as applicable on the date of part-1 bid opening: Techno-commercial bid opening date in case of two-part bids) + 6%' will be considered for the periods of relaxation sought by bidders compared to indigenous suppliers i.e. 90 days 2. Any incidence of taxes like Income tax, Goods & Services Tax (GST) and Withholding tax or any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at source (TDS), during
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	the tenure of the order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source - TDS) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.) 3. In the event of order on Foreign Suppliers, they have to furnish below documents as per BHEL Corporate Tax advisory requirements, we kindly request the following documents from our Foreign Suppliers. Please refer tender documents for relevant formats. 3.1) Form 10F filed online on the Income Tax portal. 3.2) Tax Residency Certificate. 3.3) No PE declaration - confirming that the Non-Resident entity does not have any Permanent Establishment in India. 3.4) Declaration of No Significant Economic Presence (SEP) in India. 3.5) Self-Declaration confirming that the Non-Resident entity is eligible to obtain benefits under the relevant Double Taxation Avoidance Agreement (DTAA).
v)	Reverse auction (RA) / on-line bidding on internet: a) In case it is decided to go for RA, the same shall be governed as per the below clause in the NIT. Applicability of the reverse auction will be declared upfront in the NIT. <i>“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on 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.”</i> b) Only those bidders who have given their acceptance to participate in the Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider). Non-submission of ‘Process compliance form’ by the such bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines under ‘Suspension of Business Dealings with Suppliers/ Contractors (as available on www.bhel.com). c) Presently the philosophy followed for reverse auction shall be English Reverse auction (No ties). d) For the reverse auction, technically and commercially acceptable bidders only shall be eligible and allowed to participate. e) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on internet. f) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact the service provider and get trained. g) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance. h) Bidders have to e-mail the Process Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event. i) Reverse auction will be conducted on the scheduled date & time. j) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. k) The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, to the Service provider within two working days of Auction without fail. l) Bidders are required to read the ‘Terms and Conditions’ section of the auctions site of the Service provider, using the Login IDs and passwords given to them by the service provider before the reverse auction event. m) Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction,’ which will be communicated before the Reverse Auction. n) If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted. o) The calculation sheet e.g. spreadsheet (which will help to arrive at ‘Total Cost to BHEL’) will be communicated to respective bidders of RA by BHEL. In line with the NIT terms, BHEL will provide the calculation spreadsheet (e.g., EXCEL sheet) which will help to arrive at ‘Total Cost to BHEL’ like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Goods & Services Tax (GST) and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.] p) This calculation sheet will be based on the evaluation criteria specified in the NIT.



q) Suppliers are required to submit their best price bid in a separate sealed cover (sealed electronic price bid) along with techno-commercial bid. After evaluation of Techno-Commercial Bids: 1) In case BHEL decides not to conduct RA, the envelope (sealed electronic price bid) sealed price bids of all techno-commercially qualified bidders, along with price impact, if any, would be opened and processed as per extant the internal Purchase / Works Policy as applicable to BHEL. 2) In case BHEL decides to conduct RA, business rules of RA will be sent to service provider. (See Annexure for Model General Business Rules of RA.) r) The start price & bid decrement will be decided by RA committee of BHEL and the same would be communicated to the service provider, to start the bidding process. s) Only those bidders who have submitted the 'Process compliance form' duly signed and within the scheduled time would be eligible to participate further in RA process. t) If the lowest sealed envelope (eps) price bids is the starting price, then the lowest bidder in sealed envelope (eps) price bids shall be shown as current L1 automatically by the system. System would have the provision to indicate this bid as current L1 for further bidding u) If the start price is lower than the lowest sealed envelope (eps) price bids, on acceptance of such start price by any bidder, this bid would be indicated as current L1 for further bidding. v) In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. w) RA shall be treated as cancelled in the following scenarios and the tender will be processed further with the techno-commercially qualified bids. 1) In cases where the start price is one decrement (maximum) lower than the lowest of the e-bid / sealed envelope price bid and no bidder accepts the start price. 2) In cases where the number of techno-commercially acceptable e-bid / sealed bids are lesser than two for RA. 3) Wherever, the evaluation is done for individual line items, RA shall be treated as cancelled only for those line item(s) for which any of the above w)1) or w)2) satisfies. x) In case of splitting requirement, H1 bidder(s) who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) number of suppliers do not accept the counter offer. However the principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy / Work Policy y) In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL would be opened as per BHEL's standard practice. <i>Note: In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's 'Common Guidelines for conducting Reverse Auction (RA)' has been hosted in BHEL's web site www.bhel.com under the links 'Supplier Registration Page'. All Bidders are requested to visit the link and familiarise themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and accepted BHEL's RA procedures and the bid is in agreement with the same.</i> Reverse Auction process details and Model General Business Rules for Reverse Auction are available at following path www.bhel.com -> For Suppliers -> Supplier Registration-> Reverse Auction Guidelines-> Guidelines for Reverse Auction – 2024 Link- https://www.bhel.com/guidelines-reverse-auction-2024



vi)	BID SECURITY/ Earnest Money Deposit (EMD): a). Non-Interest bearing Bid Security [also known as Earnest Money Deposit (EMD)] is to be submitted by the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognised by Department for Promotion of Industry and Internal Trade (DPIIT)). Applicability of the EMD and the EMD value shall be as specified in the tender. b). Modes of deposit of EMD 1) The EMD may be accepted only in the following forms (for EMD value less than or equal to Rupees Two Lakhs): (i) Electronic Fund Transfer credited in BHEL account (before tender opening). (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer). (iii) Fixed Deposit Receipt (FDR) pledged in the name of BHEL Ranipet. (iv) Bank Guarantee from any of the Scheduled Banks. (v) Insurance Surety Bonds. 2) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued / confirmed from any of the scheduled commercial bank in India in an acceptable form. c). The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. d). Forfeiture of EMD 1) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender. 2) EMD submitted by the Bidder shall be withheld in case any action on the bidder is envisaged under the provisions of extant 'Guidelines on Suspension of business dealings with suppliers/ contractors' and forfeited/ released based on the action as determined under these guidelines. e). Return of EMD 1) Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the order. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation stage. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation. 2) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security. Note- EMD shall not carry any interest.
vii)	PERFORMANCE SECURITY (PS): a). To ensure due performance of the order, a Contract Performance Bank Guarantee (CPBG) or Security Deposit (SD), hereafter referred as Performance Security is to be submitted by the successful bidder awarded the order. Performance security is to be submitted by the date specified in the order. Applicability of the performance security and performance security percentage and validity period, shall be as specified in the tender. b). Modes of deposit: 1) Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realisation)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) 2) In case of tenders where bid currency is other than INR, the performance security should be in the same currency as the Purchase/contract order and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.



	<u>c). Timeline of submission of Performance Security</u> Performance Security is to be furnished by a specified date generally fifteen (15) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the bidder/supplier, including warranty obligations. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT /contract, from the bills along with due interest <u>d). Forfeiture of Performance Security</u> (i) The performance security will be forfeited and credited to BHEL's account in the event of a breach of performance of the order by the supplier. (ii) Performance Security will be refunded to the contractor without interest, after they duly perform and complete the order in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the order. The Performance Security shall not carry any interest.
D]	Execution of the Order No Assignment: The Purchase Order release by BHEL shall not be assigned to any other agency by the Seller without obtaining prior written consent of BHEL.
i)	<u>a) Ordering and confirmation of order</u> 1). <i>After receiving the Letter of Intent (LoI) / Purchase Order (PO), the supplier shall forward the acknowledgement / acceptance of the LoI / PO by signing and returning the signed copy of the LoI / PO as the token of acceptance.</i> The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. BHEL shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations. 2). The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the BHEL) from the date of P.O. <i>BHEL, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.</i> <u>b) Post-order submission of documents for approval</u> 1). In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders must submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations etc. These documents for approval must be submitted within the agreed timelines between BHEL and Bidder. Normally the period for submission for approval is 15 days from the date of acceptance of the LoI / PO by the supplier. The actual period within which the documents must be submitted for approval would be specified in the LoI / PO. 2). Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders must give their specific acceptance for this. After approval of such documents and after getting manufacturing clearance from BHEL, only the items ordered can be taken up for manufacture. 3). Any changes required by BHEL / BHEL's Customer in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes. The required changes shall be incorporated and submitted within seven (7) working days of the receipt of the intimation of required corrections. Delays beyond the agreed period for the first submission of the required documents and corrections on them if any will be to the account of the vendor and would be the part of the applicable LD. Where the delays are arising from reasons attributable to BHEL, Ranipet in evaluating / according approval of the documents, such delays would be set off against the calculation of the delay in deliveries determining the LD. 4). In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to remedies available under section '<u>Breach of contract, Remedies and Termination</u>'. <u>c) Pre-dispatch Inspection, Inspection on Receipt and Acceptance of supplies</u> 1) BHEL retains the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s or the customer's nominated agency. 2) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only. 3) The mere act of the pre-despatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. 4) In the case of inspection being carried out by a Third-Party Inspector (TPI) as per the extant practice, the TPI would forward the Inspection Report (IR) along with Test Certificates and other related documents to the Quality Assurance (QA) Department of BHEL. The QA department after scrutinising the report/s submitted by the TPI would issue the Material Despatch Clearance Certificate (MDCC) / Despatch Clearance. Suppliers are hereby informed that materials should be



	despatched ONLY after getting the MDCC / Despatch Clearance, failing which the materials may not be received at BHEL stores or shall stand rejected on receipt at BHEL Stores / Sites, as applicable. 5) In the case of overseas suppliers, Inspection call for carrying out the inspection shall be given 30 days before the scheduled order delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local suppliers the notice period of Inspection shall be 3 working days. 6) Deviations, if any pointed out by the visiting Inspection team(s) shall be corrected and the items as per specification shall be despatched on or before the order delivery date AFTER getting the MDCC / Despatch Clearance. 7) The final inspection for acceptance will, however be carried out at BHEL's works at Ranipet. 8) Where the customer of BHEL desires to independently or jointly with BHEL or BHEL's nominated inspection agency inspect the ordered items before despatch, the supplier shall allow such inspections or testing to be carried out as per the directives of the end-customer's inspector. 9) Where in-house testing facilities are not available at its works, the vendor shall get the approval of BHEL for carrying out the testing in test houses that are acceptable to BHEL and/or BHEL's end-customer. It shall be the responsibility of the vendor to get the necessary permissions to allow BHEL or any of its representatives, including customer representative to witness the tests done in such test houses. 10) Internal inspection reports and tests results shall be forwarded to BHEL, in advance, along with the inspection call. BHEL can refuse to visit the vendor for pre-despatch inspection in the absence of such reports sent in advance to BHEL 11). Penalty in case of material not ready for inspection/material rejected during inspection at supplier works. In the event of following happening during inspection by BHEL, TPI, visit charges to be paid to the TPI, by BHEL, shall be imposed as penalty on Supplier and shall be recovered from their bills. - i). Nothing / NIL material is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to 'Offered Quantity' mentioned in raised Inspection Call. - ii). Lapses on the account of supplier has led to rejection of offered material (as per approved QAP/ Technical Specifications/ other pertinent requirement), while carrying out Inspection. - iii). Less Quantity / Short Quantity is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to 'Offered Quantity' mentioned in raised Inspection Call for any of the line(s) item, leading to re-visit of Inspection Engineer d). Dispatch and Acceptance 1) <u>The order delivery date is the date of receipt at BHEL Stores for suppliers in India, applicable in the case of FOR Destination Orders. In the case of CFR orders with overseas suppliers, the B/L date shall be taken as the Order Delivery Date</u> 2) The supplier shall arrange for packing the ordered goods suitably in all respects for normal transport by sea / rail / road and materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards AND as per BHEL Technical Delivery Conditions (TDC). 3) Foreign suppliers shall despatch on CFR agreed Sea-Port basis, according to the order conditions. 4) Indian suppliers shall despatch on free delivery (door-delivery) at BHEL stores basis at the destination specified only. Unloading the materials at BHEL Stores would be done by BHEL at their costs. In the event of any short supply, noticed on receipt, it shall be the responsibility of the supplier to deliver such short supplied / missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.
ii)	Goods and Service Tax (GST) registration & compliance a). Indigenous suppliers 1) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that they are a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer must submit an undertaking stating that they will not claim GST during the execution of the order even if their status under GST changes to regular tax payer. The dealer must submit necessary documents if there is any change in status under GST. 2) Supplier shall mention their GSTIN in all their invoices (including Credit Notes [CN], Debit Notes [DN]) and invoices shall be in the format as specified / prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked / uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, place of supply etc. Wherever e-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in e-Invoice Portal & IRN. 3) All invoices shall bear the HSN (Harmonised System of Nomenclature) / SAC code (Services Accounting Code) Code for each item separately. 4) Invoices will be processed only upon completion of statutory requirement and further subject to the following: A. Vendor declaring such invoice in their GSTR-1 Return / IFF



	B. Receipt of Goods or Services and Tax invoice by BHEL - As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of invoice on the GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B). - In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. - In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return is not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor. - In case GST credit is (Input Tax Credit) denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. - Where any GST liability arising on BHEL under Reverse Charge Mechanism (RCM), the vendor must submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such interest payable or paid shall be recovered from the vendor. - GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal. - GST CREDIT: Suppliers are advised to get registered to GSTN portal. Bidders under 'GST credit' shall be preferred. b). Foreign / Overseas Suppliers - Supplier shall mention the HSN code of each item quoted by them in the offer. - The HSN shall be mentioned in the invoice also for each item without fail. - Since GST is implemented, the taxes & duties will prevail as per the government notification / guidelines. - Our Provisional GST registration no. is 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST number with valid proof in the quotation.
iii)	Guarantee and Period of Guarantee The Seller shall guarantee that all goods and services provided under this Purchase Order will be free from defects in material and workmanship and will conform to the specifications, drawings, samples, and other descriptions provided by the Buyer.-This guarantee shall remain in effect for a period of 18 months from the date of delivery (delivery is defined as the date of receipt of the goods at the designated destination, as evidenced by the Day Book Entry or Goods Receipt Note) or 12 months after the same had been put to use whichever is earlier. A Guarantee Certificate (GC) shall be provided by the Seller as part of the dispatch documents, guaranteeing the performance of the product/services. If any goods or services are found to be defective or non-conforming during the guarantee period, the Buyer shall notify the Seller in writing within 15 business days of such discovery. Upon receipt of such notice, the Seller shall, at its own expense, promptly replace, or otherwise correct the defective or non-conforming goods or services to the Buyer's satisfaction or shall refund the price paid by BHEL in respect of the said goods. The decision of BHEL on the method of rectification shall be final and shall be binding on the Seller. If the Seller fails to remediate the defects within 45 days after receiving notice, the Buyer may, at its option, repair the defects or replace the products at the Seller's expense or terminate this Purchase Order in whole or in part, and the Seller shall be liable for any damages incurred by the Buyer as a result of such defects. The Seller shall be liable for all costs & damages and replacements at the sole option of BHEL Risk of loss and / or damage to any goods furnished hereunder shall be upon Seller until the goods are physically delivered to BHEL's facility specified on the face of the Order and accepted by the Buyer The Guarantee is in addition to those implied by or available at law to BHEL and shall exist notwithstanding the acceptance and / or inspection by BHEL of all or part of the goods or services Warranties 1.The supplier warrants and undertakes that: - shall conform to the specifications, drawings and other descriptions contained in the purchase order; and shall be performed in a workman like manner - the goods supplied shall be suitable for the purposes referred to in the specification and the bid document, be of satisfactory quality, fit and sufficient for their intended purpose and shall comply with the standards and requirements set out in the order;



- 1.3 it shall ensure that prior to actual delivery, the goods are manufactured, stored, and dispatched using reasonable skill and care and in accordance with Good Industry Practice;
- 1.4 without prejudice to the generality of the warranty clause of this section, it shall ensure that, the goods are manufactured, stored, and dispatched in accordance with any law, guidance, and/or Good Industry Practice relevant to the goods.
- 1.5 it shall ensure that the transport and delivery of the goods mean that they are delivered in good and useable condition;
- 1.6 where the goods are required to be stored at a certain temperature, it shall provide, or shall procure the provision of, complete and accurate temperature records for each delivery of the goods during the period of transport and/or storage of the goods from the point of manufacture to the point of delivery;
- 1.7 where there is any instruction information, including without limitation information leaflets, catalogues, storage instructions, assembly and operating instructions that accompany the goods, it shall provide a sufficient number of copies (not less than five printed copies and one soft copy in a compact disc) and provide updated copies should the instruction information change at any time during the contract term;
- 1.8 all goods delivered to BHEL shall comply with any shelf-life requirements set out in the specification Document;
- 1.9 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this contract and/or under law, guidance, and Good Industry Practice, and shall at all times comply with such quality controls and processes, as drawn from the quality plan approved by BHEL;
- 1.10 it shall not make any changes to its system of quality controls and processes in relation to the goods without getting the approval of BHEL through a revised written quality plan;
- 1.11 any equipment it uses in the manufacture, delivery, or installation of the goods shall comply with all relevant law, guidance, and Good Industry Practice, be fit for its intended purpose, and maintained fully in accordance with the manufacturer's specification;
- 1.12 where any act of the supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any law, guidance and/or Good Industry Practice, the supplier shall comply fully with such notification and/or approval requirements; (for example foreign nationals deputed for erection and commissioning register themselves with the nearest police station, with BHEL providing the necessary information and support to the extent feasible)
- 1.13 it has and shall as relevant, maintain all rights, consents, authorisations, licences, and accreditations required to supply the goods;
- 1.14 receipt of the goods by or on behalf of BHEL and use of the goods or of any other item or information supplied, or made available, to BHEL will not infringe any third-party rights, to include without limitation any Intellectual Property Rights; any patent, copyright, trademark, or other proprietary right of any third party.
- 1.15 it will comply with all law, Good Industry Practice, Policies, and the supplier Code of Conduct in so far as is relevant to the supply of the goods;
- 1.16 it will promptly notify BHEL of any health and safety hazard which has arisen, or the supplier is aware may arise, in connection with the goods and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;
- 1.17 it shall provide to BHEL any information that BHEL may request as evidence of the supplier's compliance with all the Clauses herein this section;
- 1.18 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this order, the goods, any complaints and any disputes at the frequency, in the timeframes and in the format as requested by BHEL from time to time (acting reasonably);
- 1.19 all information included within the supplier's responses to any documents issued by BHEL as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the specification and bid Document) and all accompanying materials is accurate;
- 1.20 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;
- 1.21 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
- 1.22 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
- 1.23 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business, or operations of the supplier;
- 1.24 there are no material agreements existing to which the supplier is a party which prevent the supplier from entering into or complying with this Contract;
- 1.25 it has and will continue to have the capacity, funding, and cash flow to meet all its obligations under this Contract; and
- 1.26 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
- 1.27 at the point goods are supplied to BHEL shall have valid ISI marking or any other equivalent marking such as CE marking as called for in the specifications and bid documents and as required by law and that all relevant marking, authorisation, registration, approval, and documentation requirements as required under law relating to the sale, manufacture, assembly, importation, storage, distribution, supply, delivery, or installation of such goods shall have been complied with.
2. If the supplier is in breach of this, then, without prejudice to any other right or remedy of BHEL, BHEL shall be entitled to reject and/or return the goods and the supplier shall, subject to the Clause on Indemnification in the GCC, indemnify and keep BHEL indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by BHEL as a result of such breach.
3. The supplier agrees to assign to BHEL the benefit of any warranty, guarantee or similar right which it has against any third-party manufacturer or supplier of the goods in full or part.



	4. The supplier warrants that all information, data and other records and documents such as drawing, quality plans and other documents required by the BHEL as set out in the specification and bid document shall be submitted to BHEL in the format and in accordance with any timescales set out in therein 5. The supplier warrants and undertakes to BHEL that, as at the Commencement Date, it has notified the BHEL in writing of any occasions of tax non-compliance (GST, Income Tax or any other statutory levies imposed by the central or state or the local governments) or any litigation that it is involved in that is in connection with the tax authorities. 6. If, at any point during the term, an occasion of tax non-compliance occurs, the supplier shall: notify BHEL in writing of such fact within Ten (10) Business Days of its occurrence; and promptly provide to BHEL: (i) details of the steps which the supplier is taking to address the occasion of tax non-compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and (ii) such other information in relation to the occasion of tax non-compliance as BHEL may reasonably require. 7. The supplier further warrants and undertakes to BHEL that it will inform BHEL in writing immediately upon becoming aware that any of the warranties set out under this Section have been breached or there is a risk that any warranties may be breached. 8. Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of BHEL.
iv)	Liquidated Damages a) Time is essence of this order. BHEL will levy Liquidated Damages (LD), for delay in deliveries. b) The Liquidated Damages shall be at the rate of 0.5% of the order value (Undelivered Portion) per week or part thereof subject to a maximum of 10% of undelivered portion of PO quantity. c) Levy of LD will be without prejudice to any other relief / compensation available to BHEL, Ranipet under any other condition of the order / applicable legal provisions. d) The order delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Order and for CFR orders the date of Bill of Lading for overseas suppliers. e) BHEL shall deduct the applicable LD from the first payment when raising the claim for the same. f) Foreign suppliers shall confirm their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD or alternatively instruct the banker to receive the payment less the applicable LD. g) Unless otherwise specified the LD would apply on the undelivered portion of the ordered items. h) In the event that a supplier does not accept the LD condition above, the offer may be rejected or would be loaded to the extent of the shortfall with respect to upper limit specified above.
v)	Training Where training is to be provided to BHEL/BHEL's end-customer the Vendor shall impart training to identified personnel by the BHEL on usage and maintenance of the ordered items, as applicable. Such training imparted shall be comprehensive and complete. Training Modules/content shall enable the users to self-learn and the training material prepared by Vendor shall be wholly owned by BHEL.
vi)	Business Continuity Plans 1. The supplier shall take reasonable steps to ensure that it has in place a Business Continuity Plan relevant to the supply of the items tendered. 2. Throughout the term of the order, the supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. 3. Should a Business Continuity Event occur at any time, the supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to BHEL on such implementation. 4. During and following a Business Continuity Event, the supplier shall use reasonable endeavours to continue to supply the goods in accordance with the order/contract. Contract Management, Reviews and Progress Reports 1. The Seller shall appoint a Contract Manager who shall be the single point of contact for BHEL in relation to matters arising from the order. Should the Contract Manager be replaced, the Seller shall promptly inform BHEL in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day-to-day operation of the order. 2. The supplier confirms and agrees that it will be expected to work closely and cooperate fully with the BHEL's purchasing official and such officers who are associated with the order such as officers in BHEL's Quality Assurance, Quality Control, Engineering and Design, and Commercial or from any other department related to the execution of the order. 3. Where required the Seller shall ensure that its representatives (to include, without limitation, its Contract Manager) to attend review meetings on a regular basis called for by BHEL to review the performance of the progress of execution of the order. 4. Where required, the seller shall ensure that they participate in the review meetings that may be organized by BHEL's Customers. The meetings may be in-person meetings or virtual meetings. The in-person meeting will be held in the purchase department of BHEL, Ranipet or at such premises as notified by BHEL's customer(s), as applicable



	5. Where the order deliveries are in excess of four (4) weeks, the first review meeting shall be held around the end of the first month of the order date. The schedule of the subsequent meeting will be notified/and/or mutually agreed during or immediately after the first meeting. Depending on the order delivery timelines the subsequent meetings would be held on fortnightly or monthly basis after completion of the first meeting based on the supply delivery date(s) indicated in the purchase order. 6. In the first meeting or as a part of the bid document the seller shall specify the key milestones or stages in the manufacturing of the product. Some of the key performance indicators that shall be monitored are - Submission of documents for approval.(Example: Engineering Drawings, Quality Plans etc.) - Ordering completion of major raw materials and components. - Receipt of major raw materials and components. - Start of manufacturing. - Achieving the milestones/stages identified in the manufacture of the products. - Call for pre-dispatch inspection. - Dispatch clearance given by BHEL, and - Dispatch progress (where multiple dispatches are there) 7. Irrespective of whether the review meetings are scheduled or not, the seller shall provide weekly updates, referred to as Management Information Report (MIR) on the progress of execution of the order and at least three reports shall be furnished in one calendar month period, the start date reckoned from the purchase order date. 8. BHEL may make changes to the type of MIR which the supplier is required to supply and shall give the supplier at least one (1) week's written notice of any changes required. 9. BHEL reserves the right, at any time during the contracted period, as many times as required, without any limit or restrictions, to visit the works of the seller/seller's sub-contractors or seller's vendors to examine the progress of the execution of the order It shall be the Seller's responsibility to negotiate with their sub-vendors and to get their acceptance for such visit(s) and review of the orders placed on such vendors by the Seller. The seller shall provide reasonable access to BHEL to witness the progression of the ordered item/product on the manufacturing/assembly line of the seller/seller's sub-vendors. Early Delivery and Penalty Clause Where the contracted delivery period is in excess of 90 days, in the event that the Seller delivers the goods before the stipulated delivery date as specified in the Contract, the following provisions shall apply: - The Seller shall provide a written notice of the early delivery at least 30 days in advance. - If the Seller intends to deliver the goods earlier than the original contractual delivery date, the Buyer shall have the right to accept or reject the early delivery. If the Buyer chooses to accept the early delivery, the following conditions shall apply: - The Seller shall not be entitled to any additional compensation or consideration for early delivery. - Unless otherwise agreed to in writing, the Buyer shall pay for the goods delivered as if the delivery was made on the day of delivery. - If the early delivery is more than 30 days of the scheduled delivery date, the Buyer reserves the right to impose storage charges on the Seller which shall be deductible from the payment due for the supplies made. - If the Buyer rejects the early delivery, the Seller shall adhere to the original contractual delivery date.
vii)	Variations, Amendments and Further Assurance No amendment, variation or other change to the order shall be valid unless authorised. Such amendment shall be made in writing and signed by the duly authorised representatives of BHEL.
Ej	Other Terms and Conditions
i)	Foreign vendors In the case of international vendors, bids are requested from the manufacturers of the products being tendered. Bids from resellers of any kind will not be considered and are subject to rejection by BHEL. In the event that an offer is made by an entity in India representing or claiming to be working with a foreign source, BHEL will treat such Indian entity as the Agent of the overseas company. The relationship between the overseas party and the local party shall be interpreted as a Principal-Agent relationship, and the terms and conditions outlined below regarding Indian Agents shall apply to all such bids. Role of Principals and Agents - BHEL will deal directly with indigenous manufacturers only. - BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders. - BHEL will not enter into any correspondence with an Indian Agent.



	d) The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like. e) In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that: 1) It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender. An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form part of the techno-commercial offer. 2) A Principal shall authorise only one Agent to quote against each BHEL's tender. In the event a Principal authorises more than one agent to quote against a BHEL's tender, then all such offers will be rejected by BHEL in that tender. Principals are also advised to include BHEL's tender Number / Reference in their authorisation issued to the Agent. 3) If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender Enquiry. BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm, and final, and shall be binding on such Bidders. 4) BHEL, due to business reasons would debar / ban, would have debarred / banned Indian agents from dealing with BHEL. Any foreign principal who engages such a debarred / banned agent, or an employee of the debarred / banned agency, or any other person connected with the debarred / banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL. f) In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent. g) In the event of the foreign principal engaging an Indian Agent: 1) The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid. 2) The Supplier shall furnish original authorisation letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax, and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent. 3) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The CFR price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken. 4) For all discussions, technical clarifications, and negotiations etc. only the principal would be authorised for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and normally would not be allowed to participate.
ii)	Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance) a). Unconfirmed irrevocable Letter of Credit at with Usance period of 120 days only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. L/C will be opened in lots in line with the staggered delivery schedules agreed in the order. All Bank charges outside of India are to the Supplier's account and within India to BHEL's account. In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier. <u>b). Documents for Negotiation</u> 1) Signed Commercial invoice in quadruplicate (4 copies), for a value not exceeding the draft amount, quoting the import license # and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.) 2) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce. 3) One set of Original and two sets of non-negotiable copies of 'signed', 'unmarked', 'Clean on-board Ocean Bill of Lading', showing Shipper as 'Government of India' account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight prepaid or payable at destination. 4) Packing list in 4 copies in English, indicating size-wise number of bundles / pieces shipped and weight. 5) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (1) Purchase Order Number & date (2) Bill of Lading Number & date (3)



	Name of vessel (4) Port of Loading (5) Number of bundles / pieces and weight (6) Invoice Number, date and value (7) Purchase Order item number's despatched. The e-mail is to be sent within 2 working days of shipment. 6) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with: 6.1. Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to BHEL - Regional Operations Division (ROD), 2nd Floor, BHEL Integrated Office Complex, TNEB Road (Near Dr. Kamakshi Memorial Hospital), Pallikaranai, Chennai – 600 100 India. (e-mail: imports.chennai@bhel.in) 6.2. Beneficiary to courier at his cost three (3) copies of complete set of non-negotiable documents to the Officer who released the Purchase Order. 6.3 Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order. 6.4 Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority 6.5 The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and 6.6 Copy of Despatch Clearance / Instruction issued by BHEL.
iii)	Documents to be sent directly to the Purchaser prior to shipment a) Manufacturer's original Internal Inspection / Test certificate in triplicate. b) Manufacturer's original Guarantee certificate as per Purchase Order. The materials shall be guaranteed for a period 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) / Usage Decision (UD) which will be raised by BHEL, after receipt and acceptance of the goods at BHEL stores. c) The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the arrival of the vessel. The soft copies of these documents shall be forwarded to BHEL purchase department through mail immediately after shipment. d) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to despatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorised by BHEL and e) Any other documentation as specified in the Purchase Order.
iv)	Conditions for transportation by sea (for Foreign suppliers) a) All shipping documents shall show the Purchase Order Number & Date, Import License Number & Date, and Letter of Credit Number & Date. b) Transshipment is to be avoided. c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck. d) A transport document which is produced or appearing to have been produced by reprographic, automated, or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed. e) The transport document must contain all the conditions of carriage on the original document. f) The transport document must not indicate the place of destination as being different from the port of discharge. g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge. h) The transport document must be issued by the carrier or his agent and not by any freight forwarder. i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable. j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Letter of Credit. k) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. In such cases, the Supplier shall authorise the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a 'Surrender Bill of Lading.' Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorising BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at India Sea-port that may arise in case of delayed presentation of documents by the Seller.



	l) In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, BHEL retains the right to retain an amount up to 5% of the invoice value towards detention / demurrage & other charges and in this case the difference, if any, between actual charges and recovery, the will be settled separately through supplementary invoice.
v)	Mode of despatch (Domestic supplies - Supplies originating within India with destinations within India) a) All despatches shall be by road only and shall be consigned of FOR Destination door-delivery basis. b) If a Supplier deviates from this condition, and despatches the goods by rail then BHEL reserves the right to not to receive such material. In the event, BHEL accepts the despatch, any penalty levied by the railways such as demurrage including applicable taxes and duties, if any will be paid by BHEL and such amount paid shall be claimed by BHEL from the Supplier. c) Multi-modal despatches are acceptable subject to the condition that the last-mile delivery to BHEL stores shall be by trucks or trailers only (that is by road transport). d) The details of such penalties incurred will be communicated to the Supplier and the same shall be deducted by BHEL Ranipet from any of the running bills. The Supplier shall instruct for accepting the reduced value on the supply bill. If there are no running bills with Ranipet, the Supplier shall forthwith transfer the sum to the authorised bank account of BHEL, Ranipet or accept for deducting the amount from the bills that may be pending with the other units of BHEL, if any.
vi)	Acceptance / Rejection of materials supplied: <u>a) Acceptance</u> 1.1 The supply shall strictly as per the specifications in the tender /purchase order. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. 1.2 The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail through the Usage Decision (UD) within 30 days from the delivery of items or delivery of the required test certificates / other documents whichever is later. <u>b) Rejection and Returns</u> 2.1 In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier. 2.2 In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days / months of communication of the rejection, the same shall be treated as failure to execute the order and actions as per the Guidelines for Suspension of Business Dealings with Suppliers / Contractors available in the webpage: https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors would be taken against such supplier. 2.3 If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection. 2.4 The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s). If none of these are feasible, the supplier shall remit the amount into the account of BHEL. The details of the account where to the amounts shall be send shall be shared by BHEL at the appropriate time. 2.5 If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action. <u>c). Rejected/Short shipments/ warranty/guarantee replacements</u> In case of any short shipment during initial supply which is subsequently despatched by the bidder or any guarantee / warranty replacements shall be despatched on 'DDP-Delivered duty paid BHEL stores' basis for imported items and 'FOR-BHEL Stores/designated destination' basis for indigenous items.
vii)	Set-Off clause a) In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order. In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item.



	b) If there is any money due to BHEL, Ranipet from the supplier, in the event the supplier fails to transfer such amounts due, BHEL reserves the right to set off the amount due from subsequent supply orders or recover the same from the running bills or payments due to the supplier for supplies made by them against order(s) issued by the other Divisions of BHEL.
viii)	Price Adjustment and Discrepancy Clause In the event that any commercially available off-the-shelf (COTS) item delivered under this Purchase Order displays a Manufacturer's Maximum Retail Price (MRP) on its packaging or labelling that is lower than the unit price specified herein, the Purchaser's payment obligation shall be strictly limited to the MRP. Should such a discrepancy be identified, BHEL reserves the right to reject the supplied quantities without recourse against the Supplier. In such instances, the Supplier shall have the following options: a) Collect the goods within thirty (30) days of receiving written notification from BHEL regarding the discrepancy, failing which BHEL may dispose of the supplied materials at the Supplier's cost and risk; or b) Amend the invoice to reflect the MRP or issue a credit note in favour of BHEL for the difference between the invoiced price and the MRP, including any applicable duties & taxes like GST. If the product is accepted, both the acceptance of the product and the corresponding payment for the accepted quantity shall be based solely on the MRP, along with the duties and taxes applicable on the MRP. The Supplier shall bear sole responsibility for any discrepancy between the order price and the MRP, and no payment in excess of the MRP shall be made. Furthermore, the Supplier agrees to refund or adjust any amount already paid by BHEL that exceeds the MRP upon discovery of such discrepancy. The set-off clause contained in the Terms & Conditions shall apply in these cases. This clause shall survive the acceptance of the goods and shall be deemed an integral part of the Purchase Order. Furthermore, the Supplier having engaged in the unethical and illegal act constituting a contravention of the Legal Metrology Act, BHEL reserves the right, at its sole discretion, to cancel this Purchase Order and recover all associated ordering costs from the Supplier. In addition, BHEL may, without further notice or liability, suspend or terminate all future business dealings with the Supplier, as per BHEL's policy on suspension of business dealings with vendors. This clause is in addition to any other rights or remedies available to BHEL under applicable law or the terms of this Enquiry / Purchase Order.
ix)	Order of Precedence a) The terms and conditions specified in the Purchase Order sheet(s) and its annexures supersede all earlier correspondence; including all the terms and conditions offered by the vendor in the bid document(s). Where Amendment sheet(s) / Addendum sheet(s) are issued by BHEL, the conditions given therein shall take precedence over the terms and conditions given in the order sheet(s). The order shall also be governed by the terms and conditions listed in the General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC) / Commercial Terms and Conditions attached with the Enquiry document. In case of any conflict between the conditions given in the order(s), and the GCC and the SCC, the conditions given in the order shall prevail. b) If any specific reference(s) are made in the purchase order sheet(s) to the earlier correspondence the same shall hold and if there is a discrepancy between the terms and conditions given in the order sheet and the previous correspondence then the terms and conditions given in the order sheet shall prevail. c) In case of any doubts, Sellers are advised to take up the same with BHEL, in writing, and get the order sheet(s) amended, where so required. d) In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LoI/LoA followed by Minutes of Meeting (MoM), NIT, SCC, and the GCC. e) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorised to provide such clarifications is the tender issuing officer. Alterations of the conditions of the tender can be done only by the authorised officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum.
F]	Conflict of Interest among Bidders/Agents 1). A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or



- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer.

2). There can be only one bid from the following:

- a) The principal manufacturer directly or through one Indian agent on his behalf; and
- b) Indian/foreign agent on behalf of only one principal, or
- c) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the order that is the subject of the Bid, or
- d) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

3). Certification by Bidders

In confirmation of this condition, the Bidders shall furnish a following Certificate.

Certificate of Compliance

We certify and confirm that we have gone through the 'Conflict of Interest' clause in the tender document.

We hereby confirm that our company complies with this condition.

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 orders, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation 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

Related Party:

The Seller is obligated to report to BHEL, in case they are related to any Director, employee or associate or subsidiary of the company.

Non-disclosure of the same may amount to the breach of the covenants of this term and conditions.

Declaration: Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal



	with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.
G]	Force Majeure 1) Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction of penalties for delay in deliveries so long the delay and/or failure of the supplier in fulfilling its obligations under the order is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes, and Acts of GOD. 2) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser / Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless directed otherwise by the Purchaser / Consignee in writing, the supplier shall continue to perform its obligations under the order as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 3) If the performance in whole or in part or any obligation under this order is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, BHEL may at its option terminate the order without any financial repercussion on either side. 4) In case due to a Force Majeure event the Purchaser / Consignee is unable to fulfil its order commitment and responsibility, the Purchaser / Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
H]	Confidentiality Notice 1) All documents such as specifications, terms and conditions and all correspondence uploaded on the tender portal or sent to a Seller by BHEL on a tender / order are to be treated as the confidential documents of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL. However, this provision does not apply to documents that are already freely available in the public domain. 2) In their own interest, if any Seller finds or in possession of or becomes aware of any internal communication of BHEL, which are not addressed to the Seller with name and address, in the public domain or in any other way, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL and confirm having destroyed copy of the same and agrees that the same will not have binding effect between the Seller and BHEL. Any action or attempts taken by a Seller in leveraging such information shall amount to an unethical act or omission and shall be treated as violation so as to attract such extant provisions of BHEL's procurement policies. 3) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered, or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.
I]	Breach of contract, and Remedies In case of breach of order, wherever the value of security instruments like Earnest Money Deposit (EMD), performance bank guarantee available with BHEL against the said order is at least 10% of the order value, the same shall be cashed by BHEL. In case the value of the security instruments available is less than 10% of the order value, the balance amount shall be recovered in any or all of the following manners: i. from dues available in the form of Bills, retention amount etc payable to defaulted supplier against the same contract. ii. from the dues, retention amount, securities etc payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the order. The cancellation / termination of the order would not be a pre-condition for cashing the security instruments. BHEL reserves the right to initiate the process of cashing the security instruments by issue of a simple notice of intention duly sent by any electronic means and / or by a letter. Forfeiture of Performance Security for Non-Performance 1. Material Breach: In the event that the Supplier fails to execute its obligations under this Contract—whether by non-performance or by partial performance—such failure shall constitute a material breach of this Contract. 2. Notice and Opportunity to Cure :



	a. The Buyer shall notify the Supplier in writing of the specific default and allow a cure period of not exceeding 90 days from the date of the scheduled delivery appearing in the contract. b. If the Supplier fails to remedy the breach within the prescribed cure period, the Buyer may, at its sole discretion, declare the Supplier in default. 3. Activating alternative procurement action: In the event that the Supplier fails to perform any material obligation under this Contract or otherwise defaults ("Default"), the Buyer may, at its sole discretion, determine that such Default materially impairs the Buyer's ability to receive the required goods or services in a timely or acceptable manner. Upon the occurrence of a Default, the Buyer shall be entitled to immediately initiate alternative procurement action ("Alternative Procurement") to obtain the required goods or services from one or more alternate suppliers. The decision to exercise this right may be made without further notice to the Supplier, and such exercise shall not constitute a waiver of any other rights or remedies available to the Buyer under this Contract or applicable law. 4. Forfeiture of Performance Security: Upon such a declaration of default, the Supplier's security deposit shall be immediately forfeited to the Buyer to cover the losses and damages that the Buyer would suffer as a result of non-performance or partial performance. 5. Additional Remedies: The forfeiture of the performance security shall be without prejudice to any other rights or remedies available, including levy of liquidated damages for delay in deliveries, to the Buyer under this Contract or at law.
J]	Termination of the Order 1. Termination for breach: 1.1) In the event that the vendor is in material breach of its obligations under order which cannot be cured, BHEL may terminate this Agreement upon notice to the vendor. Any notice served pursuant to this Clause shall give reasonable details of the material breach, which could include the following events: a) If there is a breach, which translates into default in executing the order by the vendor continuously for more than thirty days, then BHEL, will serve a ninety days' notice to vendor for curing such breach. In case the breach continues after the notice period, BHEL will have the option to terminate the Agreement at the end of the notice period. b) In case, for reasons directly and solely attributable to the vendor, there is a delay of more than 30 days in the supply, the BHEL may terminate this Agreement after affording 90 days to the vendor to cure such a breach. 1.2) Where the vendor, having been notified, fails to remedy the defect(s) within the specified period in the Agreement, BHEL may proceed with the termination of the orders as described in this document without prejudice to any other rights. 2. Termination on other grounds: 2.1) Without prejudice to any other rights and remedies available to BHEL under the order, BHEL may serve written notice on vendor at any time to terminate this Agreement in the following events: i. With immediate effect, in the event the vendor has merged, amalgamated such that the net worth of the surviving entity is less than that of the vendor prior to such merger or amalgamation. 2.2) In the event of a reasonable apprehension of bankruptcy vendor shall immediately inform BHEL well in advance about such a development. Conversely, BHEL reasonably and in a <i>bonafide</i> manner apprehends a similar event regarding the vendor, it can exercise the right of termination with 90 days advance written notice to the vendor, provided that BHEL cannot terminate under this section if the vendor confirms that such apprehensions are incorrect within the notice period of 90 days. 3.Short-closure / Partial cancellation of the order The buyer retains the right to partially cancel or close this Purchase Order (PO). Reasons for partial cancellation or closure include but are not limited to 1. the remaining quantity falls within the PO's supply tolerance 2. the unsupplied portion is negligible if no tolerance is specified in the PO or 3. other business exigencies resulting from supplier default or breach. No compensation is payable to the supplier for such actions. The buyer will provide the supplier with 15 calendar days' written notice of any partial cancellation or order closure. Short closure or partial cancellation of the order shall not affect the Purchaser's right to seek damages, claim penalties, or enforce other contractual and legal remedies under the contract. 4. Automatic Short-Closure If the undelivered portion of goods falls within the quantity tolerance stipulated in the purchase order, and the buyer fails to demand delivery of the unexecuted portion within 180 working days of acceptance of the last delivered lot, the purchase order shall automatically lapse and be deemed closed. Neither party shall thereafter be obligated to deliver or accept the remaining undelivered goods.



K]	Suspension of Business Dealings The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com. 1.0 Integrity commitment, performance of the contract and punitive action thereof: 1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. 1.2. Commitment by Bidder/ Supplier/ Contractor: 1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions”. Treatment of Banned / Under-performing Vendors 1) Any supplier who has been put on ‘Hold’ or ‘Debarred’/ ‘Banned’ from having business dealings with BHEL, Ranipet or any other unit or project of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected. Offers of such of those bidders against whom action for suspension of business dealings has been initiated by BHEL, Ranipet or any other Units / Division of BHEL will also not be considered in this tender. During the processing of tender, if any unit of BHEL puts a supplier on ‘Debarment’ / ‘Ban’ then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially. 2) If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of ‘C’ or below, then offer given by such parties will not be considered for ordering in this tender. 3) If any of the Bidders have unexecuted order/s with BHEL and if in such orders, the deliveries have been delayed beyond a reasonable period (say 30 days of agreed delivery period), the offer of such Bidders will also be liable for rejection.
L]	Fraud Prevention Policy: 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.
M]	Applicability of 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. b) In case of any complaint arising out of the tendering process, the matter may be referred to any of the below e-mail IDs. iem1@bhel.in ; iem2@bhel.in ; iem3@bhel.in ; As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs. c) The IP as enclosed with the tender is to be submitted (duly signed by authorised 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. <u>Note</u> <i>No routine correspondence shall be addressed to the above email ids regarding the clarifications,, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department’s officials whose contact details are provided below:</i>



	<i>Details of contact person(s)</i> <table border="1"> <tr> <td></td><td>Contact (1)</td><td>Contact (2)</td></tr> <tr> <td>Name:</td><td></td><td></td></tr> <tr> <td>Department</td><td></td><td></td></tr> <tr> <td>Address</td><td></td><td></td></tr> <tr> <td>Phone: (Landline/Mobile)</td><td></td><td></td></tr> <tr> <td>Email:</td><td></td><td></td></tr> <tr> <td>Fax:</td><td></td><td></td></tr> </table>		Contact (1)	Contact (2)	Name:			Department			Address			Phone: (Landline/Mobile)			Email:			Fax:		
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N]	Governing Laws: 1) BHEL is a Government of India Undertaking. Its procurement practices are governed by the (Internal) Purchase Policy issued by the management of the company and as per Annexure B (this document) applicable at the time of finalising the order against this tender. 2) The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC. Jurisdiction : The Purchase Order shall be governed by and be construed as per provisions of the laws of India and amendments thereon, if any. Subject to Clause herein below regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located i.e. Ranipet, which shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.																					
O]	Resolution of Disputes 1) The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the order/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. Note: a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. b) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. 2) ARBITRATION 2.1) Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Madras High Court, Arbitration Centre (MHCAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. 2.2) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. 2.3) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- Madras High Court, Arbitration Centre (MHCAC)- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to Madras High Court, Arbitration Centre (MHCAC)- for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. 2.4) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. 2.5) The Arbitration proceedings shall be in English language and the seat of Arbitration shall be Ranipet. 2.6) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Ranipet.																					



	2.7) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Resolution of Disputes clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between BHEL and the Contractor. 2..8) It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. 2.9) In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. 2.10) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of evaluating Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. 2.11) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution
P]	Intellectual Property Rights & Indemnification 1) All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders. 2) The vendor shall defend BHEL against any claim, demand, suit or proceeding made or brought against BHEL by a third party alleging that any Purchased items / Services infringes or misappropriates such third party's intellectual property rights (a "Claim Against BHEL"), and will indemnify BHEL from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by BHEL under a settlement of a Claim Against BHEL, provided the BHEL (a) promptly gives the vendor a written notice of the Claim (b) gives the vendor the sole control of the defence and settlement of the Claim Against BHEL and (c) gives the Vendor all reasonable assistance, at the seller's expense. 3) Seller agrees to defend, indemnify and hold harmless BHEL, its affiliated companies or parent companies, and their officers, employees, agents, guests, invitees, and customers from and against any and all liability, loss, damage, fine, penalty, cost or expense (including attorneys' fees) by reason of any allegation, claim, action or suit, whether for death, personal injury, property damage or otherwise, arising out of: a) failure of the goods or services supplied to meet specifications or warranties or for the goods or services to be otherwise defective; or b) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of such goods or services; or c) any leak or spill of any goods while being transported or delivered to Buyer; or d) any breach by Seller of any term or condition contained in the Order; or e) violation of applicable laws; or f) alleged defect in the goods and / or packaging material, or packed product, or due to the goods or packaging thereof being alleged to not adhere to any standard or quality set out herein or under any applicable laws; and / or g) Such acts, of omissions, or wilful misconduct of Seller's employees and sub-contractors, including their agents and representatives, and all other persons performing any services under the order with the Seller, whether or not caused in part by a party indemnified hereunder. 4) In the event that the goods or services, in Purchaser's reasonable opinion, are likely to infringe a patent or copyright, or misappropriate a trade secret (and in any event, if a court of law finds that the goods or services, in fact, do infringe or misappropriate), then Seller shall further provide BHEL one of the following forms of relief to be chosen by Seller: a) obtain a licence on BHEL's behalf to continue to use or sell the goods or services; b) redesign the goods or services so that they do not infringe or misappropriate; or c) refund Buyer the price paid for the goods or services in question. 5) In any and all claims against BHEL by any employee of Seller, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the Paragraph shall not be limited in any way by any indemnity or limitation on the amount or type of damages, compensation or benefits payable by or for Supplier, any subcontractor, or anyone directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts. 6) Seller will ensure that all statutes, regulations of the Central or State Government or strictly followed. BHEL shall not be liable to pay any damages / compensation due to non-compliance of these statutory rules / regulations by the Seller.
Q]	Adherence to Statutory Requirements



	The Vendor shall ensure adherence and compliance to all relevant standards as defined and notified by the Government of India (GoI). At all times, the vendor shall comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which BHEL is located.
R]	Severability and Waiver 1) If any provision of the order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part-provision shall not affect the other provisions of the purchase order or the remainder of the provisions in question which shall remain in full force and effect. BHEL and the Vendor shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part-provision. 2) No failure to exercise or enforce and no delay in exercising or enforcing on the part of BHEL of any right, remedy or provision of the purchase order shall operate as a waiver of such right, remedy or provision, nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy, or provision.
S]	No Interest Payable Notwithstanding anything to the contrary contained in any other document comprising in the Purchase Order, no interest shall be payable by BHEL to the vendor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to vendor whether under the purchase order or otherwise.
T]	Formats Following Formats are available in website https://bap.bhel.com/mmm/ to be referred along with this GCC 1) Declaration - Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017) 2) Declaration of Local Content by Local supplier 3) Integrity Pact 4) RA Process Compliance form 5) RA price Confirmation 6) Bank Guarantee Format for EMD and Performance Security & list of consortium banks 7) Annexure to Model Conciliation Clause for Conduct Of Conciliation Under the BHEL Conciliation Scheme, 2018 8) Framework confidentiality agreement format 9) Declaration formats for Site conditions, Relation in BHEL, Insolvency
U]	Limitation of Liability In no event shall BHEL be liable to Seller, or to Seller's officers, employees or representatives, or to any third party, for any indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature (including, but not limited to, lost business, lost profits, damage to goodwill or reputation and / or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons) whether arising out of breach of contract, warranty, tort (including negligence, failure to warn or strict liability), contribution, indemnity, subrogation or otherwise. Consequential Loss: "Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract."
V]	Social Media Policy: 1) No employee, sub-contractor or any related entity of the vendor or shall the seller cause any third-party to post actions captured via images / video footage, or post or comment that can adversely reflect on the operation of BHEL and impact BHEL's reputation. 2) Details of orders received from BHEL shall not be published in any public domain without the express written consent approval of BHEL. 3) Postings should not disclose information that is confidential or propriety of BHEL / BHEL's customers. 4) There shall be no postings giving false or damaging statements about BHEL or its employees. 5) Statements / comments causing harm to reputation or causing a loss to the Company and its customers shall not be posted in any social media. 6) Uploading, posting, forwarding, or posting a link to any of the following types of material on a social media website, whether in a professional or personal capacity, will amount to gross misconduct. This will consist of, but not limited to the following:



	a) Deep fakes, morphed photos, pornographic material (that is, writing, pictures, films, and video clips of a sexually explicit nature), material, which is offensive, obscene, criminal, discriminatory, derogatory or may cause embarrassment to BHEL, its employees, and customers b) Dishonourable content such as racial, ethnic, religious, casteist and physical disability slurs cast on our employees, c) Posting commentary, content, or images that are defamatory, harassing, libellous, or that can create a hostile work environment. d) Any confidential information about BHEL or any of our staff or customers. e) Material in breach of copyright or other intellectual property rights, or which invades the privacy of any of our employees and our customers.
W]	Acceptance to the Enquiry Conditions Submission of an offer against our tender Enquiry, shall constitute the unconditional acceptance of all terms and conditions set forth in the Enquiry sheet, by the bidder, including the applicable general terms and conditions, special terms and conditions, specifications, technical delivery conditions, and all other documents forming part of the tender Enquiry, unless the bidder has indicated a specific deviation. Any such deviation must be clearly stated and duly signed and sealed by the bidder. Any deviations from the stated terms and conditions must be clearly marked on the relevant pages of the tender documents and consolidated separately in the Deviation Statement Proforma provided as part of the tender documentation. Only such deviations expressly detailed in the deviation sheet will be considered, regardless of any deviations marked elsewhere on the tender Enquiry documents, by the bidder. Any request for acceptance of deviations indicated in the tender documents but not incorporated by the bidder in the deviation sheet shall be deemed inapplicable and will not be entertained by BHEL at any stage. All the pages of the tender Enquiry documents must be signed by the bidder as a token of unconditional acceptance of the terms and conditions stipulated therein. Failure to sign all pages of the tender Enquiry documents or to adequately address and consolidate any deviations as required shall be deemed a material infirmity. In such cases, BHEL reserves the right to reject such offers as invalid.
X]	Other conditions 1) The vendor shall refrain from using any child labour (in any form) for the order received from BHEL. The vendor shall ensure use of environmentally friendly packing material and shall avoid plastics as packaging materials. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental foot print associated with all its business activities. Vendor to ensure necessary precautions for safe handling, transportation & storage of materials and conformances to the relevant statutory regulations of respective state and central government.” 2) Payment Mechanism Using Digitally Signed Invoices a) Invoice Submission Platform – Suppliers are required to submit all invoices electronically through the designated invoicing system / platform specified by BHEL. b) Digital Signature Requirement – Suppliers are obligated to submit invoices secured with a valid digital signature, (Class II or Class III) utilising public key infrastructure to ensure authenticity and integrity of the document. Each invoice must be digitally signed by an authorised representative of the Supplier. The digital signature shall comply with applicable laws and regulations, ensuring the authenticity and integrity of the invoice. c) Certificate Provider – The digital signature must be issued by an accredited certificate authority (CA) such as eMudhra, (n)Code Solutions, or any other recognised and reputable provider. d) Technical Standards – Digital signatures must adhere to DSA standards. e) Certificate Management – Suppliers are responsible for maintaining and renewing their digital certificates to avoid submission issues and must notify the BHEL of any changes, such as revocation. f) Dispute Resolution – In the event of disputes regarding the digital signature, suppliers must provide an alternative method of verification, such as an original signed paper invoice. g) Indemnification – Suppliers shall indemnify BHEL against any losses resulting from non-compliance with these terms. h) Non-Compliance Consequences – Failure to adhere to these digital invoice submission requirements may result in processing delays or rejection of the invoice. BHEL reserves the right to withhold payment until a compliant invoice is received. 3) Grievance Redressal Mechanism To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.



Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

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