

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014.**

Ref: FB140/ CFFFE/1402500002

Date: 29/01/2025

**GENERAL CONDITIONS OF ENQUIRY FOR SUPPLY OF FORGED FINNED ELBOWS TO SPECIFICATION SA182F12CL2**

**Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid.**  
Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned).

SI No	BHEL Requirements	Supplier Comments
01	<p><b>Pre-Qualification Criteria:</b></p> <p>1.1 <b>Technical</b> - Suppliers shall meet the Pre - Qualification Requirements enclosed herewith. Please submit all the required documents in line with the respective PQR. If incorrect or part of the required documents are provided, then in that case will not be able to evaluate and qualify the offer. Hence Please submit documents as mentioned in Pre-qualifying requirements.</p> <p>1.2 <b>Financial (As per PQR)</b></p> <p>1.3 <b>Integrity Pact</b></p> <p>1.4 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p>1.5 <b>Customer Approval (Not required)</b></p> <p><b>Explanatory Notes for the PQR:</b></p> <p>i. 'Supplied' in <b>PQR – 1.1</b> Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The "Contract" referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order.</p> <p>ii. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover <b>PQR – 1.2</b> above along with all annexures.</p> <p>iii. In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</p> <p>iv. If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant.</p> <p>v. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p>vi. Price Bids of only those bidders shall be opened who stand qualified after compliance of <b>QR – 1.1 to 1.5</b></p>	
02	<p><b>Scope of Supply:</b></p> <p>2.1 Supply of Forged Finned Elbows shall be as per BHEL drawings, TDC 404 Rev 19 and Specification to BHEL, Trichy on F.O.R. Destination Basis. Unloading of materials at Destination shall be in BHEL's scope. Please confirm your acceptance and clearly indicate the specification offered.</p>	

	<p><b>2.2</b> In case of deviation, pls mention the specific clause no of TDC (Technical delivery conditions) and the specific deviation against it. Pls avoid mentioning any additional points other than what is required as per the TDC. For deviations separate sheet may also be attached.</p>	
	<p><b>2.3 Tender evaluation:</b></p>	
	<p><b>2.3.1</b> Tender shall be evaluated on individual item basis.</p>	
	<p><b>2.3.2</b> Offers will be considered for price bid opening subject to the fulfilment of PQR requirement, techno-commercial suitability and approval of vendor firm by BHEL and our End customer</p>	
	<p><b>2.3.3</b> Quantity splitting of 60:40 is applicable for Forged Finned Elbows for item no 10,40,50 &amp; 80 for ordering between L1 &amp; next higher bidders who accepts the L1 price as per BHEL policy.</p> <p>In case of any MSE vendor coming under the price band of "L1+15%" and if quoted bidder is L3 or above (If L1 &amp; L2 is Non-MSE), then 25% shall be ordered on the MSE vendor subject to accepting the L1 rate. In this case, the remaining 75% of the quantity shall be splitted in 60:40 ratios between L1 &amp; L2. In case of more than one MSE vendor coming under the price band of "L1+15%", the quantity (25%) shall be shared proportionately, among the MSE vendors. (If MSE vendor becomes L1/L2 within the splitted ratio, the 25% earmarking provision is not applicable)</p>	
03	<p><b>Price Basis:</b></p>	
	<p><b>3.1 Indigenous:</b></p>	
	<p><b>3.1.1</b> Submit your firm competitive offer rate per MT (basic price &amp; freight) with best possible delivery on FOR BHEL-Trichy basis only. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).</p>	
	<p><b>3.1.2</b> Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.</p>	
	<p><b>3.2 Import :</b></p>	
	<p><b>3.2.1</b> Suppliers to quote their rates on CFR-Chennai basis only. The quote should be inclusive of all charges, including testing packing, inspection etc. Ocean freight (LILO basis) for CFR, Chennai shall also be quoted separately. BHEL will finalize order on either FOB or CFR basis keeping its commercial interest.</p>	
	<p><b>3.2.2</b> Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.</p>	
	<p><b>3.2.3</b> Shipment shall be through container or Break Bulk vessel, depending on the earliest vessel availability. Accordingly supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis with options for Container/ Break bulk to ensure the earliest possible shipment</p>	
	<p><b>3.2.4</b> For shipment through container, acceptance to the following points are required.</p> <ol style="list-style-type: none"> <li>B/L should bear the endorsement that "14 free days for Container Detention is applicable". Pls refer to note below also</li> <li>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, DO charges to Shipping Liner at Discharge Port.</li> </ol>	

	<b>Note:</b> 14 Free days for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice.	
	<b>3.2.5</b> All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)	
	<b>Note:</b> 1. For Import Consignments Insurance will be arranged by BHEL, Trichy. 2. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation. 3. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. 4. Indian Customs imposes a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. 5. In case of any penalty due to late filing of Bill of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier: i. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival ii. Discrepancy in documents iii. Short landing of Consignments (For shipments on CFR– Chennai Port) 6. For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis, a. Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. b. 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 Chennai, the same amount will be deducted from Supplier's bills. c. Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL. The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below.	
	1. CIC- Container Imbalance Charges/Surcharges 2. CAF - Container/Currency Adjustment Factor 3. RDS - Rupee Depreciation Surcharge	4. EIC - Equipment Imbalance Charge/Surcharges 5. BAF - Bunker Adjustment Factor 6. CDS - Currency Depreciation Surcharge
	<b>3.3 Validity:</b>  The offers shall be kept open for acceptance for 90 days from the date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds.	
<b>04</b>	<b>TAXES &amp; DUTIES: (Indigenous)</b>	

**4.1** The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).

However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

**4.2 GST (Goods and Services Tax)**

**Please indicate the GSTN of your firm -----**

**4.2.1** GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

**4.2.2** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

**4.2.3** Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

**4.2.4** Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

**4.2.5** Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder

**4.2.6** Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions

**4.2.7** Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

**4.2.8** Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.

	<p>d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.</p> <p>e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.</p> <p>f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.</p> <p>g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</p>	
	<p><b>4.2.9</b> Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.</p>	
	<p><b>4.2.10</b> TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.</p>	
	<p><b>4.2.11</b> Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.</p>	
	<p><b>4.2.12</b> Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.</p>	
	<p><b>4.2.13</b> In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.</p>	
	<p><b>4.2.14</b> Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.</p>	
	<p><b>4.2.15</b> In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p>	
	<p><b>4.2.16 Variation in Taxes &amp; Duties:</b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p>	

	<p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer</p>	
	<b>4.3 Income Tax:</b>	
	<b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.	
	<b>4.4 HSN Code &amp; Applicable GST % (To be filled by Supplier)</b>	
	<p><b>4.5 Import suppliers:</b> As per extant provisions of Income Tax Act, 1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act.</p>	
	<b>4.5.1</b> Valid Tax Residency Certificate issued by Govt / Tax agency of country	
	<b>4.5.2</b> Form 10F duly filed signed	
	<b>4.5.3</b> No PE and No Business connection declaration in mills letter head.	
	<b>4.5.4</b> Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand.	
	<b>4.5.5</b> Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country.	
<b>05</b>	<p><b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):</b> MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p>	<b>Not Applicable</b>
<b>06</b>	<p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b> Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:</p> <ul style="list-style-type: none"> <li>•Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): <b>CBB- IBR Approved Inspection Agency at Supplier works.</b></li> <li>•Post Receipt Inspection at consignee site before acceptance of stores: <b>By BHEL QC at BHEL Trichy.</b></li> </ul> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p>	
<b>07</b>	<p><b>DELIVERY:</b></p> <p>The offer shall clearly indicate delivery period in <u>fixed number of weeks/Months</u> from the date of Purchase Order. <u><b>Our required delivery schedule is 7 Months from PO date. Supplier shall take a note of the same and specifically confirm the delivery schedule.</b></u> Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract.</p>	
	<p><b>NOTE:</b></p> <p>a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of</p>	



	supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor. b) In case BHEL increase the quantity during currency of the contract in line with quantity variation clause delivery extension shall be given for supply of these additional quantity.	
08	<b>TRANSIT INSURANCE:</b> <b>Indigenous:</b> Transit Insurance of material is in <b>Supplier</b> Scope. <b>Supplier</b> shall insure the material at their cost for transportation. <b>Import:</b> Transit Insurance will be arranged by BHEL, Trichy	
09	<b>PAYMENT TERMS:</b>	
	<b>9.1 Indigenous</b>	
	<b>9.1.1</b> 100% direct EFT payment 90 days from the date of acceptance of materials at BHEL subject to submission of billing documents as mentioned in sl. no. 10 below.	
	<b>9.1.2. MSME Suppliers</b> may opt for the below payment terms. 1. <b>Micro &amp; Small enterprises</b> - Within 45 days from the date of receipt of vehicle at BHEL/stores subject to submission of billing documents as mentioned in sl. no. 10 below. 2. <b>Medium enterprises</b> - Within 60 days from the date of receipt of vehicle at BHEL/stores subject to submission of billing documents as mentioned in sl. no. 10 below.	
	However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.	
	<b>9.2 Import</b>	
	<b>9.2.1</b> BHEL Payment term is 100% payment on CAD basis after <b>90 days</b> from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
	<b>9.2.2</b> In case of LC, <b>Usance LC with 120 days</b> from the date of receipt of documents, specified in PO, at BHEL bank.	
	<b>9.2.3</b> If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.	
	<b>9.2.4</b> Quoted currency to be indicated	
10	Note: LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension applicable charges will be to supplier account. Extension of LC validity will not be entertained and dispatches beyond LC validity shall be on collection basis only.	
	<b>9.3 No Interest Payable to Contractor</b> No interest shall be payable on the security deposit or any other money due to the Supplier.	
	Note: Any deviation in the above payment term will attract loading as mentioned below.  “MCLR rate of SBI p.a. + 6% (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) shall be considered for loading for the period of relaxation sought by bidder's subject to competent authority approval.	
10	<b>Documents Required For Bill Processing:</b>	
	<b>10.1 Indigenous</b>	
	The following documents are required to be sent with Material Dispatch/Billing Documents: <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 4 above).</li> <li>• Duplicate for Transporter</li> <li>• Copy of LR</li> <li>• E Way bill</li> <li>• MTC/ TPI documents</li> </ul>	
	<b>10.2 Import</b>	
	<b>10.2.1</b> Bill of Lading.	

	<p><b>10.2.2</b> Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated. HSN code to be indicated for each item.</p> <p><b>10.2.3</b> Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.</p> <p><b>10.2.4</b> Country of origin Certificate. HSN code to be indicated for each item.</p> <p><b>10.2.5</b> Mill test certificate.</p> <p><b>10.2.6</b> Bill of Lading.</p> <p>All the above documents should be submitted in triplicate &amp; in all documents Contract No., L.C. No. and Import License No. are to be indicated.</p> <p><b>10.3 For Imports:</b> Port of discharge shall be <b>Chennai Sea Port</b>. Pls confirm specifically</p> <p><b>10.4 For Imports:</b> Indicate the Port of shipment</p> <p><b>10.5 For Imports:</b> Indicate the Mill (Name, Location) &amp; Country of origin</p>	
<b>11</b>	<p><b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</b>  For Electronic Fund Transfer the details are as below:  a) Name of the Beneficiary: Bharat Heavy Electricals Limited  b) Bank Particulars (Details of Respectively executing region):  Name of the Company - BHARAT HEAVY ELECTRICALS LTD.  Address of the company - .....  Name of the bank - .....  Bank branch - ..... BRANCH  City .....  Branch code - .....  Account Number – .....  Account type - .....  IFSC code - .....  MICR code – .....</p>	<b>Not Applicable</b>
<b>12</b>	<p><b>EARNEST MONEY DEPOSIT:</b> Applicable / <b>Not Applicable.</b></p> <p><b>12.1</b> Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</p> <ul style="list-style-type: none"> <li>i EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</li> <li>ii The EMD up to an amount of Rs. .... is to be paid only in the following forms: <ul style="list-style-type: none"> <li>a) Electronic Fund Transfer credited in BHEL account (before tender opening).</li> <li>b) Banker's cheque/ Pay order/ Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</li> <li>c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.</li> <li>d) Bank Guarantee from any of the Scheduled Banks. In such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.</li> <li>e) <b>Insurance Surety Bonds.</b> In case the EMD is more than Rs. 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 the prescribed format. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</li> </ul> </li> <li>iii No other form of EMD remittance shall be acceptable to BHEL.</li> </ul> <p><b>12.2</b> EMD by the Bidder will be forfeited as per NIT conditions, if:</p> <ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension</li> </ul>	<b>Not Applicable</b>



	<p><b>12.3</b> Subject to Clause 12.2 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p><b>12.4</b> EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.</p> <p><b>12.5 EMD shall not carry any interest.</b></p> <p><b>12.6</b> MSE / KVIC / ACASH / WDO / Colr Board / TRIFED / Kendriya Bhandar / Turnover above 500 Cr / BIS License holders / Central PSU / State PSU / Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.</p>	
13	<p><b>PERFORMANCE SECURITY: Applicable / Not Applicable</b></p> <p><b>13.1</b> Successful bidder awarded the contract should deposit ___ % of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations.</p> <p><b>13.2</b> Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations.</p> <p><b>13.3 Modes of deposit:</b></p> <p>a) Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> <li>Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ</li> <li>Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.</li> <li>Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</li> <li>Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> <li>Insurance Surety Bond.</li> </ol> <p>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.</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p><b>13.4</b> The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.</p> <p><b>13.5</b> Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p><b>13.6</b> The Performance Security shall not carry any interest.</p> <p><b>13.7</b> There is no exemption of Performance security deposit submission for MSE Vendors.</p>	<p><b>Not Applicable</b></p>

14	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>14.1</b> The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period</li> <li>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</li> <li>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</li> <li>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</li> </ol> <p><b>Note-</b> Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b>14.2 Remedies in case of Breach of Contract.</b></p> <ol style="list-style-type: none"> <li>i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</li> <li>ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</li> <li>iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</li> </ol>	
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	<p>iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p><b>Note:</b></p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> <p><b>LD against delay in executed supply in case of Termination of Contract:</b></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. <b>Let the value of executed supply till the time of termination of contract= X</b></p> <p>iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.</p>	
15	<p><b>BILL TO/ SHIP TO ADDRESS:</b></p> <p>Manager/Stores – Ward -21 Bharat Heavy Electricals Limited, Thiruverumbur, Trichy-620014 Tamilnadu. (Ph.04312575237 &amp; 04312575725)</p>	
16	<p><b>GUARANTEE/WARRANTY:</b></p> <p>Supplier to accept guarantee/warranty of "18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier". Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.</p>	

17	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b> Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table><tr><th>Type under MSE</th><th>UDYAM No</th><th>SC/ST Owned</th><th>Women Owned</th><th>Others (Excluding SC/ST/Women)</th></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	
18	<p><b>LIQUIDATED DAMAGE:</b> Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. LD will be reckoned from the date of receipt of vehicle at BHEL/stores.</p> <p><b>NOTE:</b></p> <p>a. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>b. <b>Imports:</b> CFR order- LD will be reckoned from B/L date</p> <p>c. <b>Indigenous:</b> FOR order - LD will be reckoned from the date of receipt of vehicle at BHEL/stores</p>																
19	<p><b>INTEGRITY PACT (IP): Applicable / Not Applicable</b></p> <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><th>Sl.N</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td></tr></table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p>	Sl.N	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>	2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>	3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>				
Sl.N	IEM	Email															
1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>															
2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>															
3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>															

	<p><b>c)</b> Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><b>Note:</b>  <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.</i></p>	
<b>20</b>	<p><b>PREFERENCE TO MAKE IN INDIA:</b></p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.</p> <p><b>23.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</b></p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> <li>In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li> </ol> <p>Explanation</p> <ol style="list-style-type: none"> <li>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li> <li>"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</li> </ol>	



	<ol style="list-style-type: none"> <li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</li> <li>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.</li> <li>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</li> <li>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <ol style="list-style-type: none"> <li>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</li> <li>(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids</li> </ol> </li> </ol>	
<b>21</b>	<p><b>Settlement of Dispute:</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p><b>21.1 Conciliation:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in <a href="http://www.bhel.com">www.bhel.com</a>)).</p> <p><b>Note:</b> Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p><b>21.2 ARBITRATION:</b></p> <p>21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1</p>	



herein 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.

21.2.2 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.

21.2.3 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.

21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Trichy**.

21.2.6 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 **Trichy**.

21.2.7 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. Settlement of Dispute 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 the Employer and the Contractor.

21.2.8 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.

21.2.9 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.

21.2.10 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 clause 14.2.9. 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.

	<p><b>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of 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 &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution)</p>	
<b>22</b>	<p><b>JURISDICTION</b></p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamilnadu shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
<b>23</b>	<p><b>FORCE MAJEURE</b></p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ol style="list-style-type: none"> <li>beyond control of either of the parties to contract,</li> <li>either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <ol style="list-style-type: none"> <li>War, hostilities, invasion, act of foreign enemies.</li> <li>Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</li> <li>Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>Epidemic, pandemic etc.</li> </ol> </li> </ol> <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> <li>Constitute a default or breach of the Contract.</li> </ol>	

	<p>ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>																			
<b>24</b>	<p><b>Non-Disclosure Agreement:</b></p> <p>The bidders shall enter into the Non-disclosure agreement separately. (Annexure 7 attached).</p>																			
<b>25</b>	<p><b>Cartel Formation</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>																			
<b>26</b>	<p><b>Fraud Prevention Policy</b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																			
<b>27</b>	<p><b>Suspension of Business Dealings with Suppliers / Contractors:</b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>																			
<b>28</b>	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1"> <tr> <td>Name</td><td>M Thambidurai</td><td>S Dhanabal</td></tr> <tr> <td>Dept</td><td>Engineer/MM/Raw materials</td><td>Sr. Manager MM/RM/Purchase</td></tr> <tr> <td>Address</td><td>Bldg No:24, BHEL Trichy</td><td>Bldg No:24, BHEL Trichy</td></tr> <tr> <td>Phone</td><td>0431 -2577492</td><td>0431 -2575730/ 9942705050</td></tr> <tr> <td>E-Mail</td><td><a href="mailto:thambi@bhel.in">thambi@bhel.in</a></td><td><a href="mailto:ghanabals@bhel.in">ghanabals@bhel.in</a></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	Name	M Thambidurai	S Dhanabal	Dept	Engineer/MM/Raw materials	Sr. Manager MM/RM/Purchase	Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy	Phone	0431 -2577492	0431 -2575730/ 9942705050	E-Mail	<a href="mailto:thambi@bhel.in">thambi@bhel.in</a>	<a href="mailto:ghanabals@bhel.in">ghanabals@bhel.in</a>				
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<b>29</b>	<p><b>Order of Precedence:</b></p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ul style="list-style-type: none"> <li>- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>- General conditions of Enquiry terms and conditions</li> <li>- Special Conditions for Import suppliers</li> </ul>																			

30	<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer.</li> <li>3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li> <li>4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li> </ol>	
31	<p><b>Enclosure:</b></p> <p>Annexure-1: Check List.  Annexure-2: Offer forwarding letter / tender submission letter  Annexure-3: No Deviation Certificate  Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings  Annexure-5: Declaration by Authorized Signatory  Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents  Annexure-7: Non-Disclosure Certificate  Annexure-8: Integrity Pact  <del>Annexure-9: Declaration confirming knowledge about Site Conditions</del>  Annexure-10: Declaration reg. Related Firms &amp; their areas of Activities  Annexure-11: Declaration for relation in BHEL  Annexure- 12: Declaration reg. minimum local content in line with revised public procurement  Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017  Annexure-14: Bank Account Details for E-Payment  Annexure-15: Power of Attorney for submission of tender.  <del>Annexure-16: Proforma of Bank Guarantee for Earnest Money.</del>  <del>Annexure-17: Proforma of Bank Guarantee for Performance Security.</del>  <del>Annexure-18: List of Consortium Bank.</del></p>	
<div style="text-align: right;">Signature and seal</div>		

**14025000XX - Special Conditions of contract**

<b>Sl No</b>	<b>BHEL Requirements</b>	<b>Supplier Comments (Acceptance or otherwise)</b>
1.	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
2.	Offer is to be submitted in two part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal	
3.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
4.	Corresponding mill TC's should also be provided along with dispatch of plates. Two sets of original copy of all such TC's are to be provided to BHEL, Trichy.	
5.	<b>Evaluation of offer</b>	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are not acceptable. In case, if any bidders quote with such conditions, opportunity will be given to the bidder to withdraw the pre-conditions and on acceptance of the same, only the base offer of the bidder would be considered for evaluation and comparison. If suppliers regrets to withdraw such conditional offer, then, offer will be rejected.	
	c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offered at any time after the bid opening but before the release of the Purchase Order.	
	d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.	
	e. In the event of any change in scope / quantity arising out of the discussions, bidders would be given a chance to submit their revised offer / Impact bids as the case may be. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in 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.	
6.	One Indian agent can represent one foreign principal only and submit one offer for these tender items. <b>Note:</b> In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier, all such offers will be rejected.	
7.	<b>Role of Agents:</b>	
	a. BHEL will deal directly with manufacturers only. Offers from Traders & Stockiest will not be considered.	

	b. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.	
	c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the 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.	
	d. 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.	
8.	<b>Agency Commission :</b>	
	a) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice & shall be declared in techno-commercial offer itself and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract.	
	b) For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be taken.	
9.	Agency commission, if any should be clearly given in the offer (% on FOB / CFR Chennai inclusive).	
10.	Service charges, commission charges and any other incidentals will NOT be paid extra.	
11.	<b>Execution of the Order</b>	
	a. BHEL will have 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. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract 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 10 working days.	
	c. In the event of any short supply, 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.	
12.	<b>Authorisation for participation in EPS portal through DSC</b>	
	<b>a. E-Tender Participation requirements</b>	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ). 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.	
	<b>b. For foreign Principal</b>	
	In case of Principal (being foreigner) they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage <a href="http://www.cca.gov.in/cca/">http://www.cca.gov.in/cca/</a> .	



	<b>c. For Indian agent</b>	
	In case of agents participating/registering their DSC (of authorized 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 our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
	<b>d. DSC Authorisation</b>	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
13.	<b>Conditions for transportation:</b>	
	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. Also, in such cases, the Supplier shall authorize 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, authorizing 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 Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
14.	<b>Set-off Clause:</b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit furnished by the supplier under this Contract or any other contract.	
15.	<b>Duty benefits for Import Vendors</b>	
	a. In case CEPA or any other agreement/treaty between respective Governments/Countries exists for the enquired Items/tender, which entails concessional custom duty or any other benefits for importing the same in India, supplier shall declare/ mention it in their offer. Pls confirm whether any such concessional duty for importing in India is applicable or not.	
	b. For such cases, pls mention the Concessional Customs Duty (% of Basic custom duty) for the offered item/s. Pls mention in percentage only.	
	c. Documentary proof for the applicable Concessional Customs Duty (e.g. CEPA or other agreement) shall be submitted along with the Part-1 bid.	
	d. Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. Confirm your acceptance.	
	e. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	
	<i>Note: Evaluation of the Price bids will be based on the above details. Unless specifically mentioned/furnished by the supplier in the offer document, Customs Duty benefit may not be applied for evaluation purposes.</i>	
16.	<b>Conflict of Interest among Bidders/ Agents</b>	
	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. <b>The bidder found to have a conflict of interest shall be disqualified.</b> 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, <u>that puts them in a position to have access to information about or influence on. the bid of another Bidder,'</u> 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	

	<p><u>not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or</u></p> <p>f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal; <b>or</b></li> </ol> <p>g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; <b>or</b></p> <p>h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>	
17.	<b>Additional terms</b>	
	<b>17.1</b>	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).
	<b>17.2</b>	In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term 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.
	<b>17.3</b>	Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.
	<b>17.4</b>	If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.
	<b>17.5</b>	In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.
18.	<b>General terms</b>	
	<b>18.1</b>	Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.
	<b>18.2</b>	A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
	<b>18.3</b>	All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.
	<b>18.4</b>	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 offer would not be considered in the enquiry for that item.
	<b>18.5</b>	Any clarification regarding tender shall be done before Part – I due date itself through EPS portal alone and in case of immediate non-availability of DSC, clarifications can be sought through the following mail id <a href="mailto:ghanabals@bhel.in">ghanabals@bhel.in</a> & <a href="mailto:thambi@bhel.in">thambi@bhel.in</a> . The above mail id's are provided for initial clarification purpose only and no further correspondences shall be entertained through these mail ids.

	<p><b>18.6</b> Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.</p> <p><b>18.7</b> Applicable INCO term for this tender is INCOTERMS 2010</p> <p><b>18.8</b> Foreign suppliers has to submit the <b>Non-Negotiable Document</b> to bank/directly to BHEL as per the relevant payment term, well <b>before the shipment reaches the port</b> or else the demurrage and detention charges due to the delay in submission by supplier will be deducted from suppliers invoice.</p> <p><b>18.9</b> The supplier shall arrange for packing 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. In case of dispatch through sea, materials shall be shipped in Sea worthy packing condition. Packing charges will be to supplier's account.</p> <p><b>18.10</b> In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.</p> <p><b>18.11</b> In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.</p> <p><b>18.12</b> BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.</p> <p><b>18.13</b> Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.</p> <p><b>18.14</b> Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.</p> <p><b>18.15</b> At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>.</p>
19.	<p>Offers shall be submitted in <b>two part bids</b> system (<b>TECHNO-COMMERCIAL BID + PRICE BID</b>).The bidder shall submit his response through bid submission to the tender on e-procurement platform at <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> within the due date of this tender. The bidder would be required to register on the e-procurement market place <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.</p>
	<p>To be filled &amp; Signed by Original Manufacturer/Mill  Name of the mill / Principal:  Signature:  (Affix Seal)  (All conditions were read &amp; clearly understood and agreed in totality with the mentioned deviations only)</p>

### Offer submission check list

Sl. No	List of Documents to be submitted along with offer	√ (Enclosed with offer)	X (Not enclosed)	Not applicable
1.	Product catalogue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Point wise confirmation to PQR (Prequalifying requirements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Details of In-House manufacturing facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	list of testing equipments & instruments with Calibration details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Certification of Labs as per ISO 17025, if available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	ISO 9001 certification / Quality management system / Written down procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Proof of supply ( Unpriced PO copies / Mill Test Certificates / Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Audited copies of annual report for last three years for Indigenous suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	GST Certificate Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Latest report from any reputed third party business rating agency like D&B / Credit reform for Import suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Agency agreement (in case of Foreign or Indian agents).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Incorporation certificate or IT returns of Indian Agent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Tax certificates for Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Integrity pact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CHECK LIST**

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	<b>Name and Address of the Supplier</b>		
B	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>		
C	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	<b>EMD DETAILS</b>		
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.	<b>Applicable/ Not Applicable</b>	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	<b>Applicable/ Not Applicable</b>	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	<b>Applicable/ Not Applicable</b>	YES / NO
iv.	Copy of PAN Card & GST registration	<b>Applicable/ Not Applicable</b>	YES / NO
v.	Submission of <b>MSE certificate</b> as specified in Tender	<b>Applicable/ Not Applicable</b>	YES / NO
vi.	<b>Offer forwarding letter</b> / tender submission letter as per Annexure 2	<b>Applicable/ Not Applicable</b>	YES / NO
vii.	Submission of <b>Certificate of No Deviation</b> as per Annexure 3	<b>Applicable/ Not Applicable</b>	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure 4	<b>Applicable/ Not Applicable</b>	YES / NO
ix.	Declaration by <b>Authorized Signatory</b> as per Annexure 5	<b>Applicable/ Not Applicable</b>	YES / NO
x.	Declaration by <b>Authorized Signatory regarding Authenticity</b> of submitted Documents Annexure 6	<b>Applicable/ Not Applicable</b>	YES / NO
xi.	Submission of <b>Non-Disclosure Certificate</b> as per Annexure 7	<b>Applicable/ Not Applicable</b>	YES / NO
xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure 8	<b>Applicable/ Not Applicable</b>	YES / NO

xiii.	Declaration confirming knowledge about Site Conditions as per Annexure 9	<del>Applicable/</del> <b>Not Applicable</b>	<del>YES / NO</del>
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per Annexure 10	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xv.	Declaration for <b>relation in BHEL</b> as per Annexure 11	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xvi.	Declaration reg. <b>minimum local content</b> in line with revised public procurement as per Annexure 12	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xvii.	Declaration regarding <b>compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure 13	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xviii.	<b>Bank Account Details</b> for E-Payment as per Annexure 14	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xix.	<b>Power of Attorney</b> for submission of tender as per Annexure 15	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xx.	Performa of Bank Guarantee for Earnest Money as per Annexure 16	<del>Applicable/</del> <b>Not Applicable</b>	<del>YES / NO</del>

**NOTE:** Strike off" YES" or" NO", as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

**DATE :**

**Sign. of the AUTHORISED SIGNATORY**  
**(With Name, Designation and Company seal)**



**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No: .....

Date: .....

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub: Submission of Offer against NIC Bid No: .....

Having examined the tender documents against your NIC Bid No. \_\_\_\_\_  
dated \_\_\_\_\_ and having understood the provisions of the said tender documents  
and having thoroughly studied the requirements of BHEL related to the work tendered for, in  
connection with \_\_\_\_\_ (name of work & project site), we hereby submit our offer for  
the proposed work in accordance with terms and conditions mentioned in the tender documents,  
at the prices quoted by us and as per the indicated delivery schedule.

I/We further agree to execute all the works referred to in the said Tender documents upon the  
terms and conditions contained or referred to therein and as detailed in the appendices annexed  
thereto.

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

**CERTIFICATE OF NO DEVIATION**

(to be typed & submitted in the letter head of the company/firm of bidder)

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) NIC Bid No : .....

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIC Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized  
representative of the bidder)**

Date:

Place:

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

Ref: NIC Bid Specification No:

I/We, \_\_\_\_\_ declare that,  
I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIC Bid No : .....

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

Date:

Enclosed: Power of Attorney

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIC Bid No & Date : .....

2) All other pertinent issues till date

I / We hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

Date :

**NON-DISCLOSURE CERTIFICATE**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

-----  
I/We understand that **BHEL-HPBP, Trichy** is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.----- who are submitting offer for supplying Goods to **BHEL-HPBP, Trichy** against GeM Bid Ref No. & Date: ----- & ----- hereby undertake to comply with the following in line with Information Security Policy of **BHEL-HPBP, Trichy**.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of **BHEL-HPBP, Trichy**.

(Signature, date & seal of  
Authorized Signatory of the bidder)

Date:



**DECLARATION**

Date:

To,

Sr. Manager, MM/RM &amp; Steel, BHEL, Trichy - 620014

Dear Sir/ Madam,

Sub: **Details of related firms and their area of activities**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

**Note:** I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(\_\_\_\_\_)

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----  
To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIC Bid Specification No : .....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL ManaNICent comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) NIC Bid Specification No: .....

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by .....  
(specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for 'Class I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ...      |          |

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

\*\* - Strike out whichever is not applicable.

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 Crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) NIC Bid Specification No: .....  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

-----

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. ...., whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company' for submitting Tender/ entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of company with M/s Bharat Heavy Electricals Ltd, in connection with.....vide NIC Bid No: \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

## Annexure-1

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

**Supply of Forged Finned Elbows as per BHEL Drawings, TDC 404 Rev 19 and Specification SA182F12CL3**

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

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

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.



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

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

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

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

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.



**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

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

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

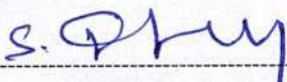
#### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

  
 For & On behalf of the Principal  
 (Office Seal)  
**S. DHANABAI**  
 Place Sr. Manager / Purchase / Steel  
Materials Management  
 Date Bharat Heavy Electricals Limited  
Tiruchirappalli, Tamil Nadu - 620 014

Witness:   
 (Name & Address) **M. THAMBI DURAI**  
Engineer / Purchase / C&F  
Materials Management  
Bharat Heavy Electricals Limited  
Tiruchirappalli, Tamil Nadu - 620 014

\_\_\_\_\_  
 For & On behalf of the Bidder/ Contractor  
 (Office Seal)

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

**Clause on IP in the tender**

**Integrity Pact (IP)**

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

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

**Note:**

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

Details of Contact Person		
Name	S. DHANABAL	M. THAMBIDURAI
Dept	SM/MM/RM/Purchase	Engineer/MM/RM/Purchase
Address	Bldg.24, BHEL Trichy	Bldg.24, BHEL, Trichy
Phone	04312575730 / 9942705050	04312577492 / 9488608871
E-Mail	<a href="mailto:dhanabals@bhel.in">dhanabals@bhel.in</a>	<a href="mailto:thambi@bhel.in">thambi@bhel.in</a>



**Annexure C**

**VENDOR DETAILS**

SL NO	DESCRIPTION	To be filled by bidder
1	VENDOR NAME	
2	QUOTATION REFERENCE	
3	QUOTATION DATE	
4	TELE, MOBILE NO	
5	FIRM MAIL ID	
6	CONTACT PERSON	
7	OFFICE ADDRESS	
8	ORDER TO BE PLACED ON	
9	COUNTRY OF ORIGIN	
10	PORT OF LOADING	
11	PORT OF DISCHARGE	

Vendor Seal & Sign