



Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant

Tarna Shivpur Varanasi-221003

website: <https://herp.bhel.com>

Enquiry Number : E-478-23-0010-68-2 Date : 28/Jun/2023

Enquiry For Material :-

| Sl No | Material Description | Material Code | Quantity | Unit |
|-------|-------------------------|---------------|----------|------|
| 1 | HIGH SPEED DIESEL BS VI | RVS710180160* | 48.0 | KL |

Remarks

1. THE VALIDITY OF PO SHALL BE TWO YEARS FOR SUPPLY OF HIGH SPEED DIESEL.
2. THE HSD IS REQUIRED FOR OUR 20KL CONSUMER PUMP INSTALLED AT HERP PREMISES.
3. MATERIAL SAFETY DATA SHEET/ TEST REPORT IS TO BE PROVIDED ALONG WITH SUPPLY OF HIGH SPEED DIESEL.
4. EACH LOT (12 KL HSD) IS REQUIRED TO BE DELIVERED AT BHEL HERP VARANASI WITHIN 15 DAYS FROM THE DATE OF REQUISITION . HOWEVER, EARLY DELIVERY SHALL BE ACCEPTABLE.
5. REQUISITION SHALL BE GIVEN FOR SUPPLYING OF HSD IN THE LOT OF 12KL WITHIN THE VALIDITY PERIOD OF PURCHASE ORDER.
6. STANDARD MANUFACTURER WARRANTY SHALL BE APPICABLE FOR ANY MANUFACTURING DEFECT, PERFORMANCE AND WORKMANSHIP FROM THE DATE OF RECEIPT AND ACCEPTANCE OF ITEM AT BHEL, HERP VARANASI.
7. RA WILL BE CONDUCTED .
8. PARTY HAS TO OFFER THE DISCOUNTED RATE ON CURRENT RULING RATE (CURRENT RULLING RATE 39,16,948.00 for 48KL HSL ,RATES ARE INCLUSIVE UPVAT @5%). DISCOUNT PER KL WILL BE CALCULATED IN FOLLOWING FORMULA :-

(CURRENT RULLING RATE - QUOATED RATE) /48.

THIS DICOUNT WILL BE APPLICABLE FOR FUTURE SUPPLIES ON RULLING RATE AND THE DISCOUNT AMOUNT SHALL BE DEDUCTED FROM PREVAILING RATE AT THE TIME OF SUPPLY.
9. THE L1 VENDOR WILL BE DECIDED ON THE BASIS OF LOWEST RATE AFTER DISCOUNT FROM RULING RATE. THE L1 RATE SHALL BE ONLY FOR THE PURPOSE OF DECIDING THE L1 VENDOR FOR ORDER PLACEMENT.
10. OFFERS WITHOUT DISCOUNT WILL BE CONSIDERED AS NIL DISCOUNT OFFERED.
- 11.ALL OTHER TERMS AND CONDITION AS PER GTC (ANNEXURE-A).

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)**

Amendment- 23
ANNEXURE-A

ITEM DESCRIPTION:
ENQUIRY NO:

| Sl No | BHEL STANDARD TERMS & CONDITIONS | Confirmation of supplier (Yes/No) |
|-------|--|-----------------------------------|
| 1 | A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMEDLY TECHNO-COMMERCIAL BID & PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS: (I) TECHNO – COMMERCIAL BID & (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES. (B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY. (C) THE DIFFERENCE BETWEEN “UN-PRICED OFFER” AND “PRICED OFFER” SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING. (D) IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR: THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART- 1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR https://herp.bhel.com . | |
| 2 | 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 . | |
| 3 | YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE. | |
| 4 | VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HEREWITH OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY. | |
| 5 | PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED. | |
| 6 | THE TENDER RECEIVED AFTER 14:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED. | |
| 7 | PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS. | |
| 8 | NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE. | |
| 9 | THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER. | |
| 10 | VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE. | |
| 11 | BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY. | |
| 12 | PRICING TERMS: PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER, UNLESS SPECIFICALLY PROVIDED FOR IN THE ENQUIRY & PO. IN CASE OF FOREIGN VENDORS, THE QUOTED PRICE SHALL BE TAKEN AS INCLUSIVE OF THIRD PARTY INSPECTION AND TESTING CHARGES AS CALLED FOR IN THE NIT. | |
| 13 | BID EVALUATION: UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY, ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS. IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE BIDDERS HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNT, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATION SHALL BE FINAL AND BINDING. | |
| 14 | TERMS OF DELIVERY: I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED. | |
| 15 | IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION. | |
| 16 | INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/ MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT. | |
| 17 | PAYMENT TERMS: I.FOR MSEs VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. II.FOR MEDIUM ENTERPRISES VENDORS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. III. FOR NON- MSME: 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. IV.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: - PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL. Note: 1. PAYMENT WILL BE MADE AFTER ACCEPTANCE OF MATERIAL. 2. ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE. 3. IF ANY SUPPLIER FALLS UNDER “NON MSE” OR “NON MEDIUM” CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SUPPLIER PAYMENT WITHOUT ANY INTIMATION. | |
| 18 | LOADING OF PAYMENT TERM: IN CASE OF DEVIATION, LOADING OF INTEREST RATE @SBI MCLR RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL. | |
| 19 | LIQUIDATED DAMAGES (LD): SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN. | |
| 20 | LOADING OF LIQUIDATED DAMAGES (LD): DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL. LOADING OF DELIVERY TERM: FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW: (i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS, | |

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)**

Amendment- 23
ANNEXURE-A

| | |
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| 21 | DELIVERY PERIOD: VENDOR SHOULD STRICTLY QUOTE THE DELIVERY PERIOD AS MENTIONED IN NIT. |
| 22 | IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION. |
| 23 | <p>BANK GUARANTEE: THE COST OF BHEL FREE ISSUE MATERIALS PER SET/PER ASSEMBLY AND TOTAL COST OF FIM FOR THE ENQUIRY ARE MENTIONED IN NIT. IN THIS REGARD:</p> <ol style="list-style-type: none"> PARTY WILL HAVE TO SUBMIT EQUAL AMOUNT OF SECURITY DEPOSIT (IN THE FORM OF 25% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 75% INDEMNITY BOND) TOWARDS THE COST OF BHEL MATERIALS TO BE ISSUED TO THEM BEFORE THE ISSUE OF BHEL MATERIALS TO THEM. AT ANY POINT OF TIME, PROPORTIONATE SECURITY DEPOSIT OF TOTAL/CUMMULATIVE MATERIAL VALUE SHOULD BE MAINTAINED. BHEL MAY ASK THE SUPPLIER FOR SUBMISSION OF FULL SECURITY DEPOSIT AMOUNT OR PART DEPENDING UPON THE AVAILABILITY OF FREE ISSUE MATERIALS AT OUR END. PARTY MUST HAVE TO SUBMIT THE SAME WITHIN 02 WEEK TIME FROM THE DATE OF WRITTEN INTIMATION BY BHEL WITHOUT FAIL OTHERWISE IT WOULD TREATED AS FAILURE OF HONOURING PO TERMS AND ACCORDINGLY BHEL MAY CANCEL THE PURCHASE ORDER AND INITIATE ALTERNATE PROCUREMENT ACTION AT SUPPLIER RISK & COST. IN CASE OF ABSENCE OF DESIRED SECURITY DEPOSIT AT BHEL END AND ALSO NON RESPONSE OF POINT NO. 03 AS ABOVE, <ol style="list-style-type: none"> BHEL MAY HOLD THE PENDING PAYMENTS OF SUPPLIER AVAILABLE AT BHEL END WITHOUT ANY INTIMATION. IF NO PAYMENT IS PENDING AT BHEL END, ACTION FOR ALTERNATE PROCUREMENT ACTION MAY BE INITIATED. THE FORMAT OF BG SHALL BE PER ATTACHED ANNEXURE-BG/FIM ONLY. |
| 24 | TRANSPORTATION CHARGES FOR SENDING BHEL FREE ISSUE MATERIALS (FIM) TO THE PARTY WORKS WILL BE BORNE BY BHEL ONLY. THE FREIGHT CHARGES FOR SENDING THE BHEL FIM FROM HERP STORES TO PARTY'S WORK FOR EACH ITEM WILL BE LOADED AS PER BHEL TRANSPORT CONTRACT AT THE TIME OF TOTAL LANDED COST CALCULATION. HOWEVER, VARANASI/LOCAL BASED VENDORS WILL LIFT THE FIM FROM BHEL STORES AND BORNE ITS TRANSPORTATION CHARGES. |
| 25 | IF BHEL ISSUES FREE ISSUE MATERIALS TO THE SUPPLIER, IT MUST BE RETURNED WITHIN THE TIME LIMIT AS PRESCRIBED IN GST LAW (PRESENTLY 01 (ONE) YEAR FROM THE DATE OF FREE ISSUE DATE) TO COMPLY THE GST RULES. IF ANY VENDOR DOES NOT RETURN THE BHEL FREE ISSUE MATERIALS AS MENTIONED ABOVE, THE FINANCIAL IMPLICATION ON ACCOUNT OF THIS, IF ANY, SHALL BE RECOVERED FROM THE PARTY BILLS. |
| 26 | <p>REVERSE AUCTION: BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALY QUALIFIED BIDDERS.</p> <p>PRICE BIDS OF ALL TECHNO-COMMERCIALY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO (ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.</p> |
| 27 | IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 26, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION. |
| 28 | <p>RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM.</p> <p>GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "https://herp.bhel.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY.</p> |
| 29 | BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF <ol style="list-style-type: none"> THE WORK PROGRESS OF THE VENDOR IS POOR, OR THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED, OR THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT, |
| 30 | THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com |
| 31 | RESERVATION RIGHTS OF BHEL: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY. |
| 32 | NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAS (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED. |
| 33 | <p>A. SETTLEMENT OF DISPUTES & ARBITRATION:</p> <ol style="list-style-type: none"> ALL QUESTIONS/INTERPRETATIONS REGARDING SUBJECT MATTER OF THE CONTRACT SHALL BE DECIDED BY THE BHEL ON THE REQUEST OF THE VENDOR AND THE DECISION OF THE BHEL SHALL BE FINAL. IN CASE OF DISPUTE, STEPS SHALL BE TAKEN BY THE PARTIES TO THE CONTRACT TO SETTLE THE SAME THROUGH NEGOTIATIONS. IN CASE, DISPUTE IS NOT SETTLED IN NEGOTIATIONS, IT SHALL BE REFERRED TO CONCILIATOR APPOINTED BY THE COMPETENT AUTHORITY OF THE BHEL. <i>THE CONCILIATION PROCEEDINGS WITH RESPECT TO A DISPUTE AS DEFINED IN THE BHEL CONCILIATION SCHEME, 2018 AND SUBSEQUENT REVISIONS CAN BE INITIATED UNDER THE SCHEME AT ANY STAGE WHETHER BEFORE, DURING OR EVEN AFTER THE COMMENCEMENT OF ARBITRATION PROCEEDINGS OR LITIGATION BEFORE COURTS. THIS CONCILIATION SCHEME IS AVAILABLE ON OUR WEBSITES https://herp.bhel.com AND www.bhel.com .</i> IN CASE DISPUTE IS NOT SETTLED IN CONCILIATION PROCEEDINGS, THE SAME SHALL BE REFERRED TO ARBITRATION AS PER CORPORATE GUIDELINES OF THE BHEL AND THE ARBITRATION PROCEEDING SHALL BE CONDUCTED AS PER PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 READ WITH CORPORATE GUIDELINE AS AMENDED FROM TIME TO TIME. THE VENDOR SHALL CONTINUE TO PERFORM THE CONTRACT, PENDING SETTLEMENT OF DISPUTE(S). <p>B. JURISDICTION: ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT AT VARANASI (U.P.) ONLY.</p> |
| 34 | SPECIAL NOTE FOR BIDDERS: THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORIZING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR GUARANTEE / WARRANTEE. |
| 35 | <p>I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE:</p> <ol style="list-style-type: none"> 05 (FIVE) COPIES OF GST INVOICES COPY OF GR/RR. TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY). <p>II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS.</p> <p>III. THE VENDOR SHOULD PROVIDE BILLS & OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIATELY. ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.</p> <p>IV. DIGITALLY SIGNED INVOICE IS ALSO ACCEPTABLE FOR PROCESSING OF PAYMENT.</p> |
| 36 | THE VENDOR SHALL ENSURE THAT THEIR BANK DETAILS ARE UPDATED WITH US FOR TIMELY PAYMENT THROUGH EFT (ELECTRONICS FUND TRANSFER). |
| 37 | GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THE REVISED GUIDELINES FOR SUSPENSION OF BUSSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT " www.bhel.com " ON "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY. |

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)**

Amendment- 23
ANNEXURE-A

| | | |
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| 38 | VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION. | |
| 39 | ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED. | |
| 40 | <p>IMPORTANT INSTRUCTION:</p> <p>I.VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS & CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACTLY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING.</p> <p>II.DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER.</p> <p>II.IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION.</p> <p>IV.PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS UNDER THE CONTRACT.</p> <p>V.SUCH PRE-DISPATCH INSPECTION, EXAMINATION AND TESTING, IF MADE, AT VENDOR'S WORKS SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFECTS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.</p> | |
| 41 | <p>IMPORTANT CLAUSE FOR GST: INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL:</p> <p>I. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE.</p> <p>II. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL.</p> <p>III. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL.</p> <p>IV. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME.</p> <p>V. IN CASE OF DISCREPANCY IN THE DATA UPLOADED BY THE BIDDER IN THE GSTN PORTAL VIS-A-VIS THE TAX INVOICE OR IN CASE OF ANY SHORTAGES OR REJECTION IN THE SUPPLY, THEN BHEL WILL NOT BE ABLE TO AVAIL THE TAX CREDIT. BIDDER HAS TO RECTIFY THE DATA DISCREPANCY IN THE GSTN PORTAL OR ISSUE CREDIT NOTE OR DEBIT NOTE (DETAILS ALSO TO BE UPLOADED IN GSTN PORTAL) FOR THE SHORTAGES OR REJECTIONS IN THE SUPPLIES OR ADDITIONAL CLAIMS FOR PROCESSING OF SUCH INVOICES.</p> <p>VI. GST TDS DEDUCTED AS PER GST ACT, IS UPLOADED IN GSTN PORTAL ALONG GSTR7. BIDDERS CAN DIRECTLY DOWNLOAD THE GST TDS CERTIFICATE FROM THE GSTN PORTAL.</p> <p>IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL.</p> <p>IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL.</p> <p>IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER .</p> | |
| 42 | <p>STATUTORY VARIATION CLAUSE : ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE SCHEDULED PURCHASE ORDER DELIVERY PERIOD.2.NEW TAXES AND DUTIES , IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION OF BHEL . HOWEVER, BIDDER SHALL TAKE PRIOR APPROVAL OF BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.</p> | |
| 43 | <p>IMPORTANT INSTRUCTION FOR MSEs SUPPLIERS:</p> <p>I. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM-II CERTIFICATE HAVING DEEMED VALIDITY (FIVE YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGEMENT IN EM-II) OR VALID NSIC CERTIFICATE OR EM-II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (LATEST AUDITED).DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART -1 IN CASE OF TWO PART BID). NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BID AT PAR WITH OTHER BIDDERS. NO BENEFIT SHALL BE APPLICABLE FOR THIS ENQUIRY IF ANY DEFICIENCY IN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE TO BE UPLOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE.</p> <p>II.IN CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL.</p> <p>III.25 % OF THE TENDERED QUANTITY IS EARMARKED FOR MSE SUPPLIERS IN THIS TENDER.</p> <p>IV.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 6.25% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY SC/ST ENTREPRENEURS.</p> <p>V.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 3% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY WOMEN.</p> <p>VI.IN CASE MSE VENDOR PARTICIPATING IN THE TENDER QUOTES WITHIN THE PRICE BAND OF "L1+15%", THEY WILL BE ALLOWED TO SUPPLY THE 25% PORTION OF THE REQUIREMENT SUBJECT TO ACCEPTANCE OF L1 PRICE (ON LANDED COST BASIS) BY MSE VENDOR. IN CASE OF MORE THAN ONE SUCH MSE VENDOR WITHIN THE "L1+15% PRICE BAND" THE SUPPLY SHALL BE SHARED PROPORTIONATELY (TO 25% TENDERED QUANTITY).</p> <p>VII.IF THE L1 VENDOR HAPPENS TO BE A MSE VENDOR AGAINST ANY ITEM CODE, THEN 100% OF THE TENDERED QTY (FOR RESPECTIVE ITEM CODE) SHALL BE PROPOSED TO ORDER ON THE L1 (MSE) VENDOR, EVEN THOUGH THERE MAY BE OTHER MSE VENDORS WITHIN THE "L1+15% PRICE BAND".</p> <p>VIII.IN CASE AFTER OPENING OF PRICE BID, IT IS SEEN THAT NO MSE HAS BECOME L1, THEN DEPENDING ON THE NATURE OF THE ITEM, IF IT IS NOT POSSIBLE TO SPLIT THE TENDERED ITEMS/QUANTITIES ON ACCOUNT OF REASONS LIKE CUSTOMER CONTRACT REQUIREMENTS OF SUPPLYING ONE MAKE FOR A GIVEN PROJECT OR TECHNICAL REASONS LIKE TENDERED ITEMS BEING A SYSTEM etc. THEN BHEL WOULD NOT COUNTER OFFER THE L1 PRICES EVEN THOUGH THERE MAY BE MSE BIDDERS WITHIN THE "L1+15% PRICE BAND" OF L1.</p> | |
| 44 | <p>THE STARTUPS AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO.: G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS.</p> | |
| 45 | <p>PURCHASE PREFERENCE FOR INDIAN VENDORS: FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS I LOCAL SUPPLIER / CLASS II LOCAL SUPPLIER /NON LOCAL – SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART –II BIDS AGAINST THIS NIT.</p> <p>MODEL CLAUSE FOR TENDER.</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.</p> | |

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)**

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ANNEXURE-A

| | | |
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| | <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 ORDER MEANS: -</p> <p>a) AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>b) A SUBSIDIARY OF AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>c) AN ENTITY SUBSTANTIALLY CONTROLLED THROUGH ENTITIES INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>d) AN ENTITY WHOSE BENEFICIAL OWNER IS SITUATED IN SUCH A COUNTRY; OR</p> <p>e) AN INDIAN (OR OTHER) AGENT OF SUCH AN ENTITY; OR</p> <p>f) A NATURAL PERSON WHO IS A CITIZEN OF SUCH A COUNTRY; OR</p> <p>g) A CONSORTIUM OR JOINT VENTURE WHERE ANY MEMBER OF THE CONSORTIUM OR JOINT VENTURE FALLS UNDER ANY OF THE ABOVE</p> <p>IV. THE BENEFICIAL OWNER FOR THE PURPOSE OF (III) ABOVE WILL BE AS UNDER:</p> <p>1. 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.</p> <p>EXPLANATION –</p> <p>a. "CONTROLLING OWNERSHIP INTEREST" MEANS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN TWENTY-FIVE PER CENT. OF SHARES OR CAPITAL OR PROFITS OF THE COMPANY</p> <p>b. "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 SHAREHOLDER'S AGREEMENTS OF VOTING AGREEMENTS;</p> <p>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 OF CAPITAL OR PROFITS OF THE PARTNERSHIP;</p> <p>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 OF CAPITAL OF PROFITS OF SUCH ASSOCIATION OR BODY OF INDIVIDUALS;</p> <p>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;</p> <p>5. IN CASE OF 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.</p> <p>V. AN AGENT IS A PERSON EMPLOYED TO DO ANY ACT FOR ANOTHER, OR TO REPRESENT ANOTHER IN DEALINGS WITH THIRD PERSON.</p> <p>CERTIFICATE: IN ORDER TO AVAIL THE BENEFITS, VENDORS TO SUBMIT (ALONG WITH OFFER) THE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE CONTENT REQUIREMENT FOR CLASS-I/ CLASS-II LOCAL SUPPLIER AS THE CASE MAY BE, INDICATING THE PERCENTAGE OF LOCAL CONTENT. AND SHALL GIVE DETAILS OF LOCATION AT WHICH THE LOCAL VALUE ADDITION IS MADE (refer attached Make in India (Model Certificate no I).</p> | |
| 46 | <p>FORCE MAJEURE : NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT, NEITHER THE VENDOR NOR THE BHEL SHALL BE HELD RESPONSIBLE FOR TOTAL OR PARTIAL NON-EXECUTION OF ANY OF THE CONTRACTUAL OBLIGATIONS, SHOULD THE OBLIGATION BECOME UNREASONABLY ONEROUS OR IMPOSSIBLE DUE TO OCCURRENCE OF A 'FORCE MAJEURE' WHICH DIRECTLY AFFECTS THE OBLIGATIONS TO BE PERFORMED BY THE BHEL OR THE VENDOR ; SUCH EVENTS INCLUDE WAR, MILITARY OPERATIONS OF ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, RIOTS, CIVIL COMMOTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS, QUARANTINE RESTRICTIONS, FLOODS, EARTHQUAKE, OR ACTS OF GOD, RESTRICTIONS BY GOVT. AUTHORITIES; OVER WHICH THE VENDOR OR THE BHEL HAS NO CONTROL. THE PARTY CLAIMING TO BE AFFECTED BY FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY IN WRITING WITHOUT DELAY, WITHIN TWO WEEKS ON THE INTERVENTION AND ON THE CESSATION OF SUCH CIRCUMSTANCE. EXTENSION OF TIME SOUGHT BY THE VENDOR ALONG WITH SUPPORTING EVIDENCE AND SO GRANTED BY THE BHEL FOR THE SUPPLY/ WORK AFFECTED, IF ANY, SHALL NOT BE CONSTRUED AS WAIVER IN RESPECT OF REMAINING DELIVERIES. RESCHEDULING OF DELIVERIES ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF SO AGREED BY THE BHEL, WILL NOT ENTAIL THE VENDOR TO CLAIM ANY INCREASE IN THE PRICE ON WHATSOEVER ACCOUNT. NOTWITHSTANDING ABOVE PROVISIONS, BHEL SHALL RESERVE THE RIGHT TO CANCEL THE ORDER/ CONTRACT, WHOLLY OR PARTLY, IN ORDER TO MEET THE OVERALL PROJECT SCHEDULE AND MAKE ALTERNATIVE ARRANGEMENTS. IF DEEMED NECESSARY, BHEL MAY TAKEOVER PARTLY PROCESSED MATERIAL AT A MUTUALLY AGREED PRICE.</p> | |
| 47 | <p>FRAUD PREVENTION POLICY : THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE WWW.BHEL.COM AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE.</p> | |
| 48 | <p>SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS: IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE / WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTY REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS.</p> | |
| 49 | <p>E WAY BILL: THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPLICATION ARISES ON BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.</p> | |
| 50 | <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 EXISTING POLICIES / GUIDELINES.</p> | |
| 51 | <p>THE BIDDER SHALL REGISTER THEMSELVES ON GEM PORTAL AND SHALL QUOTE THEIR GEM SELLER ID IN THEIR OFFER. GEM SELLER ID IS MANDATORY FOR PLACEMENT OF PURCHASE ORDER EXCEPT IN CASES WHERE FREE ISSUE MATERIAL IS TO BE ISSUED BY BHEL .</p> | |
| 52 | <p>REJECTION/REPLACEMENT:</p> <p>THE SELLER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT. SELLER SHALL BE GIVEN GROUND RENT FREE PERIOD OF 90 DAYS FROM THE DATE OF REJECTION TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25% OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.</p> | |
| 53 | <p>CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:</p> <p>A BIDDER SHALL NOT HAVE CONFLICT OF INTEREST WITH OTHER BIDDERS. SUCH CONFLICT OF INTEREST CAN LEAD TO ANTI-COMPETITIVE PRACTICES TO THE DETRIMENT OF PROCURING ENTITY'S INTERESTS. THE BIDDER FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED. A BIDDER MAY BE CONSIDERED TO HAVE A CONFLICT OF INTEREST WITH ONE OR MORE PARTIES IN THIS BIDDING PROCESS, IF</p> <p>a) THEY HAVE CONTROLLING PARTNER (S) IN COMMON; OR</p> <p>b) THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FINANCIAL STAKE FROM ANY OF THEM; OR</p> <p>c) THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSES OF THIS BID; OR</p> <p>d) THEY HAVE RELATIONSHIP WITH EACH OTHER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS THEM IN A POSITION TO HAVE ACCESS TO INFORMATION ABOUT OR INFLUENCE ON THE BID OF ANOTHER BIDDER; OR</p> <p>e) BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY A BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH THE PARTIES ARE INVOLVED. HOWEVER, THIS DOES NOT LIMIT THE INCLUSION OF THE COMPONENTS/ SUB-ASSEMBLY ASSEMBLIES FROM ONE BIDDING MANUFACTURER IN MORE THAN ONE BID; OR</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> <p>1. THE PRINCIPAL MANUFACTURER DIRECTLY OR THROUGH ONE INDIAN AGENT ON HIS BEHALF; AND</p> <p>2. INDIAN/FOREIGN AGENT ON BEHALF OF ONLY ONE PRINCIPAL; OR</p> <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; OR</p> | |

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)**

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| | 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. | |
| 54 | VENDOR MUST VISIT OUR WEBSITE https://herp.bhel.com REGULARLY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES. | |
| 55 | MSME VENDORS CAN AVAIL BENEFITS OF PAYMENT THROUGH TREDS/RXIL. | |
| 56 | <p>"THE OFFERS OF THE BIDDERS WHO ARE UNDER SUSPENSION AS ALSO THE OFFERS OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE FIRMS DEBARRED ACROSS BHEL, SHALL BE REJECTED. THE LIST OF FIRMS DEBARRED ACROSS BHEL IS AVAILABLE ON BHEL WEBSITE WWW.BHEL.COM.</p> <p>1.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:</p> <p>1.1. COMMITMENT BY BHEL: BHEL COMMITS TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION IN CONNECTION WITH THE TENDER PROCESS AND EXECUTION OF THE CONTRACT.</p> <p>BHEL WILL DURING THE TENDER PROCESS TREAT ALL BIDDER(S) IN A TRANSPARENT AND FAIR MANNER, AND WITH EQUITY.</p> <p>1.2. COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:</p> <p>1.2.1. THE BIDDER/ SUPPLIER/ CONTRACTOR COMMIT TO TAKE ALL MEASURES TO PREVENT CORRUPTION AND WILL NOT DIRECTLY OR INDIRECTLY INFLUENCE ANY DECISION OR BENEFIT WHICH HE IS NOT LEGALLY ENTITLED TO NOR WILL ACT OR OMIT IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA.</p> <p>1.2.2. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, AND IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT AND SHALL ADHERE TO RELEVANT GUIDELINES ISSUED FROM TIME TO TIME BY GOVT. OF INDIA/ BHEL.</p> <p>1.2.3. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL PERFORM/ EXECUTE THE CONTRACT AS PER THE CONTRACT TERMS & CONDITIONS AND WILL NOT DEFAULT WITHOUT ANY REASONABLE CAUSE, WHICH CAUSES LOSS OF BUSINESS/ MONEY/ REPUTATION, TO BHEL.</p> <p>IF ANY BIDDER/ SUPPLIER/ CONTRACTOR DURING PRE-TENDERING/ TENDERING/ POST TENDERING/ AWARD/ EXECUTION/ POST-EXECUTION STAGE INDULGES IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR AND OTHER MISCONDUCT OR FORMATION OF CARTEL SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE OR ACTS OR OMMITS IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA, THEN, ACTION MAY BE TAKEN AGAINST SUCH BIDDER/ SUPPLIER/ CONTRACTOR AS PER EXTANT GUIDELINES OF THE COMPANY AVAILABLE ON WWW. BHEL.COM AND/OR UNDER APPLICABLE LEGAL PROVISIONS".</p> | |

NOTE:

1. PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

SIGNATURE ALONG WITH SEAL AND DATE:

(C.V.K. Singh)
Manager (Purchase)

(Ashok Kumar Shrivastava)
Sr. Manger (Finance)



**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR, VARANASI-221003, U.P.**

Annexure-A

PRE-QUALIFYING CRITERIA FOR SUPPLYING HIGH SPEED DIESEL (HSD)

| S.N. | PRE QUALIFYING CRITERIA |
|-------------|--|
| 1 | ONLY OIL MARKETING AND REFINERY COMPANIES ARE ELIGIBLE TO SUBMIT THEIR BID DIRECTLY. |

Sign and stamp of bidder

On Bidder's office letter pad

Make in India (Model Certificate) Annexure-I

Self-Declaration

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| Enquiry No. | |
| Enquiry Date | |

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05-2019 and 04.06.2020

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

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

| | |
|--------------------|--|
| Door No. | |
| Street / Address 1 | |
| Street / Address 2 | |
| District | |
| State | |
| Country | |
| PIN Code | |

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all Yellow color field)