

# TENDER ENQUIRY NO.: X/6480/RC0311

## **SUB:- TERMS & CONDITIONS FOR FABRICATED PACKING STEEL STRUCTURES WITH PAINTING & WITH PARTY MATERIAL**

### **NIT-Notice Inviting Tender**

Salient Details of Notice Inviting Tender (NIT)		
Sl. No.	Issue	Description
1.	Item details	As per Enquiry Annexure X/6480/RC0311
2.	Issue of Tender Documents	From BHEL eProcurement website <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
3.	Due Date of Offer Submission	Date: <b>16.06.2024</b> Time: <b>13:45 hrs</b> <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> <b>Offer to be submitted in online only through e-procurement Portal.</b> (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification etc. before submitting offer).
4.	Opening of Tender (Techno-Commercial Bid)	<b>Date: 16.06.2024 Time: 14.00 Hrs</b> Notes: <b>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</b>
5.	Cost of Tender	INR 2000/- (If hard copy of tender document is required from BHEL otherwise not applicable.)
6.	EMD (Earnest Money Deposit)	<b>Rs. 600,000/-</b>
7.	Schedule of Pre-Bid Discussion	Not Applicable
8.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable
9.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> and not in the newspapers. Bidders to keep themselves updated with all such information

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (Version: 07 May-2024, Rev.07)**. Please visit our website [www.hwr.bhel.com](http://www.hwr.bhel.com) for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

**Tender Fee & EMD (If Applicable)** will be submitted in the form of Pay Order / Demand Draft (drawn in favor of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I).

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**If EMD is not submitted along with the offer, then the offer may not be considered.**

For E-Payment, the RTGS details are mentioned as below:

Bank Details	SWIFT Details of bank
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO.: SBININBB225 CC ACCOUNT NO.: 10667995458 IFSC CODE: SBIN0000586

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. A Valid MSE/MSME certificate such as Udyog Aadhar (UAN)/Udyam Certificate/NSIC/EM (Part-II) etc. issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs).

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

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

## **INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER**

**TECHNICAL QUALIFICATION:** Technical Requirement, Pre-Qualifying Requirements/PQR to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.

## **ESSENTIAL INSTRUCTIONS**

The tender shall be **submitted in two parts** in separate cover as described below on or before the due date:

**Part I (Cover-1) - Containing the following:**

1. Techno -Commercial Bid
2. Tender Fee & EMD (Earnest Money Deposit) Or Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)

**Part II (Cover-2) - Containing Price Bid in attached Format**

Bidders against tender will necessarily have to obtain class – III DSCs. Procedure for application available on [www.bhel.com](http://www.bhel.com).

## **E-Procurement Portal Inputs**

## **TENDER ENQUIRY NO.: X/6480/RC0311**

**Procedure for Submission of Offer for E – Tender**-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

### **Hardware and Software requirements for participating in e-tender**

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

### **Digital Signature**

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [http://www.bhel.com/home.php/Tender Notifications/Sample Checklist](http://www.bhel.com/home.php/Tender%20Notifications/Sample%20Checklist).

### **NIC portal Helpdesk Contacts**

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

### Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

### **Note**

Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

The Tenderers must submit their Tenders, as detailed below:

**SPECIAL NOTE:** All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for incomplete documents.



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**HEEP HARIDWAR INDIA-PIN 249403**

**FAX NO: 0091 1334 226462/223948**

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**Tender No.: X/6480/RC0311**

**SUBJECT: BHEL-HEEP/OPEN-TENDER (FABRICATED PACKING STEEL STRUCTURES WITH PAINTING & WITH PARTY MATERIAL)**

Online offers are invited through e-procurement portal <https://eprocurebhel.co.in/nicgep/app> from suppliers for the supply of the items.

**TERMS & CONDITIONS FOR RATE CONTRACT**

**(FABRICATED PACKING STEEL STRUCTURES WITH PAINTING & WITH PARTY MATERIAL)**

The items' names and drawing nos. mentioned in the enquiry is for reference only. Reference drawings are also enclosed for having a general idea of the tender.

**1. SCOPE OF WORK: -**

- 1.1 This Rate Contract is for Fabrication and Machining of Packing Steel Structures along with painting as per BHEL drawings conforming to their technical requirements exclusively with Party Material.

**Items (for reference only):**

Sr. No.	Item Description	Drawing No.	Quantity (Nos.)	Fabrication Weight/piece (Kg)
1	SS for HP-IP Pedstal	01000100513-00	01	2410.3
2	SS for HP-IP Pedstal	11000100514-00	01	243

- 1.2 Structure items with material grade AA10111, AA10113, AA10115, AA10108 and AA10119 etc. shall be with party material including sheets, plates, angles, Channels, rounds etc.

**TOTAL LOAD FOR THE RATE CONTRACT = 1323 MT.**

- 1.3 The rate (s) should be quoted in Rupees/Kg. Common rates for all the items covered in particular drawing / enquiry to be quoted.
- 1.4 Painting on the steel structures shall be done as per **painting standard 3-10000-39000 attached along with this enquiry.**
- 1.5 Only approved qualified welders must be employed on the job.
- 1.6 All party material to be procured from BHEL, Haridwar approved sources only.
- 1.7 Inspection by BHEL/BHEL nominated inspection agency as per drawing /Standard and quality plan requirements.
- 1.8 Quality plan no. QP/QA/ST/CDX/Fabrication & Machining/01 rev 00 dated 25.06.2024 is attached for reference, which is to be followed.
- 1.9 Only BHEL approved Brands of Electrodes to be used.
- 1.10 Sub-contractor to provide a summary sheet of documents/TCs provided for correlation.
- 1.11 Sub-contractor to mention relevant QP clauses on all TCs/reports for every lot.



**2. VALIDITY: -**

This rate contract shall be valid for a period of **ONE YEAR** for issue of orders from the date of release of final contract. However, BHEL reserves the right to extend the Rate Contract with same terms & conditions for additional one year with mutual agreement from both the sides.

If required, BHEL may extend the framework agreement for further 3 months with mutual agreement. Load (quantity) will be increased accordingly on pro-rata basis for the extended period of three months. There will be no extension of this Framework agreement beyond 2 years 3 months.

2.1 Offer shall be valid for a period of 90 days from opening of the tender enquiry part-1.

**3. SUBMISSION OF OFFERS: -**

Open tender is hoisted on the <https://eprocurebhel.co.in/nicgep/app> and no hard copy of document is provided by BHEL, no tender fee shall be insisted upon from the bidders.

The offer is to be submitted in **two parts** on NIC portal only on website: <https://eprocurebhel.co.in/nicgep/app>

BHEL reserves the right to reject any or all the tenders either in full or part thereof without assigning any reasons thereof.

**4. DELIVERY: -**

F.O.R. Sub-contracting Stores, HEEP, BHEL Haridwar.

**5. DELIVERY PERIOD: -**

**50 days from the date of PO placement.**

**Note:** - In case the delivery offered by any vendor is more than above mentioned Delivery days from the date of PO placement, loading shall be done @ 0.5% per week for the excess days on the rate quoted by the vendor.

**6. INSPECTION: -**

6.1 The inspection will be carried out by BHEL/BHEL nominated inspection agency at Party's works. All facilities and equipment's, calibrated instruments and standard gauges required for inspection shall be provided by the fabricator during inspection. In some cases, inspection by customer's representatives like NTPC/RITES etc. may also be carried out at Party's works and CHP clearance may be obtained. No additional charges will be paid on this account.

6.2 Quality plan no. QP/QA/ST/CDX/Fabrication & Machining/01 rev 00 dated 25.06.2024 is attached for reference, which is to be followed.

6.2.1 All party material to be procured from BHEL, Haridwar approved sources only.

6.2.2 Sub-contractor to provide a summary sheet of documents/TCs provided for correlation.

6.2.3 Sub-contractor to mention relevant QP clauses on all TCs/reports for every lot.

6.3 The party is to follow system for material control as per BHEL Quality Control system.

6.4 Identification marks shall be punched on each item by the vendor i.e. Purchase Order No., Drawing No., IR No. etc.

6.5 Aesthetic appearance is to be maintained as per drg. requirement.



6.6 Quality plan against individual purchase order will be issued separately at the time of PO placement and the same has to be followed.

**7. PAYMENT TERMS: -**

7.1 100% after receipt & acceptance (SRIV clearance) of item/material.

7.2 No packing and forwarding charges will be paid extra.

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act. Detailed terms at clause 10.0 of GISTC Rev. 07, May 2024.

**8. Late Delivery Clause: -**

Penalty shall be levied for delayed delivery @ 0.5% per week & part thereof subject to maximum of 10% of the value of unexecuted portion of the order. The entry date mentioned by CISF on the challan at BHEL material gate will be taken as material receipt date.

**9. GST: -**

As per clause 11.0 of GISTC (attached). it will be as applicable as per Govt. guidelines /circulars.

**10. PO Amendment: -**

- In case, extra/less work is required due to change in Drawing / any deviation in fabricated weight at a later stage (duly verified by our Engineering Dept.), extra charges may be paid/deducted and purchase order will be amended.
- In case extra/less work is required due to change in Drawing/ technology / extra joints (owing to non-availability of required size of raw material) / defects like laminations if any on plates etc. / any deviation in fabricated weight (duly verified by WT/Engineering), extra/less charges will be paid/deducted and purchase order may be amended accordingly.
- Amendment due to changes in drg. /CBOM weight will be applicable only if changes are made before supply of material or changes which are under process is provided to vendor in writing by Engg. or AIX before supply of material by vendor.

**11. Reverse Auction: -**

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

For detailed terms and conditions of RA guidelines, kindly refer [www.bhel.com](http://www.bhel.com).

**12. Rectification: -**

Any defect (noticed at Shop) arising out of the fabrication/machining done by the Sub-Contractor, will have to be rectified or items replaced by the sub-contractor within 10 days of intimation of



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same at their own cost. Otherwise BHEL will be free to take necessary action as deemed fit and consequence/cost of the same will be to subcontractors' account.

**13. PRICE VARIATION CLAUSE: -**

The price variation in party material is applicable as below: -

The variation in raw material cost will be calculated based on the average rates of the following materials (commonly used in fabrication items) available in the quarterly basic price list of the Rate contract finalized by UPC (Unified Purchase Committee) through bulk steel tendering:

- HR sheet Thickness 3. 15-4. 90mm (IS1079 Gr-OSK)
- CR sheet Thickness 0.90-2. 0mm (IS513 'D' KLD)
- Angle 100x100x8mm (IS 2062 Gr. ASK)
- Channel 200mm (IS 2062 Gr. ASK)

The variations in fabrication rate will be calculated based on the average rate of above raw material of Quarterly Price list given by UPC of their rate contract operated with steel vendors. In case of non availability of rates in any of the above mentioned raw material in UPC, rates for that unavailable raw material will be calculated based on the variation in wholesale price index and the same will be implemented for reduction or escalation of rates.

**Party material rates fixed for entering into rate contract in a particular quarter shall be valid for ordering during that quarter & the next quarter (Three months). The Prices in Rate contract list supplied by UPC received for a particular quarter shall be taken as reference for calculation of rates for ordering in the next three month.** For example: If RC is awarded in the month of September 2024, the settled party material rates shall be valid for ordering up to 31.12.2024 and UPC Rate contract Price list received for the second quarter (July 2024-September 2024) and Third quarter of the year (October 2024-December 2024) shall be taken as reference for calculation of rates for ordering in the month of January 2025 to March 2025 by calculating increase/ decrease in UPC Rate contract rates of raw material between two quarter and so on to arrive at applicable rates.

**14. TRANSPORTATION: -**

Vendor to deliver fabricated Steel Structures to BHEL HEEP Haridwar at their own cost.

**15. GUARANTEE CERTIFICATE: -**

The vendor shall warrant that the supplied fabricated assemblies comply fully with the drawings and other technical conditions. If the fabrications/items are found defective owing to faulty workmanship/incomplete work within a period of eighteen (18) months from the date of dispatch, the vendor shall make good of it/replace the same free of cost. Alternatively, the rework/replacement charges will be recovered.



**16. SUB CONTRACTORS FABRICATION CAPACITY / DISTRIBUTION: -**

The sub-contractor must indicate the fabrication capacity reserved for BHEL & specifically for this enquiry in **Annexure "A"**.

- 16.1 Rate contract with 5 BHEL approved subcontractors shall be done or the case may be. **Load distribution among five evaluated subcontractors shall be, L-1 = 30%, L-2 = 22%, L-3 = 17%, L-4 = 13%, L5 = 10 % & L6 = 8% respectively out of BHEL load while placing the orders.** Load distribution shall be done after counter offering finalized L-1 rate to L-2, L-3...L-n vendors (n is total suitable vendors) in sequential order.
- 16.2 If any of the vendor (L-2 to L-6) does not accept the finalized L-1 rate, then subsequent vendors (L-7 to L-n) shall be approached.  
If any of the vendors (L-2 to L-6) do not accept finalized L1 c/offer rate then subsequent vendors will be treated as L-2 to L-6 for load distribution purpose subject to their accepting finalized L-1 rate. For example, if L-2 doesn't accept finalized L-1 rate then L-3 to L-7 will be treated as L-2 to L-6 respectively for load distribution purpose.
- 16.3 If none of the vendor (L-2 to L-n or as participated in RA) accept the c/offer rate, then L-1 vendor shall be approached for quantity discount for that additional quantity. Further the ordering on all the vendors shall be done maintaining the initial load ratio to the possible extent.
- 16.4 The total allocated load to a particular vendor shall not exceed the declared capacity by the Vendor for this enquiry. In case the declared capacity of any vendor is less than the allocated load, the remaining load shall be distributed among vendors in equal ratio within their declared capacity subject to acceptance of L1 counter offered rates. i.e. For example, if L-1 vendor will get the load of 396 MT, but in case the declared capacity of L-1 vendor is 300 MT, the remaining load of 96 MT shall be distributed among L-2 and so on vendors in equal ratio within their declared capacity and so on or the case may be.
- a) **Subsequent ordering shall be done based on performance and execution of orders in time as per PO Delivery.**
- b) **In the course of evaluation, if more than one bidder happens to occupy L1 status, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s).**  
**Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.**
- c) **Vendor must indicate their annual fabrication capacity and details as per Annexure – A enclosed for BHEL reference.**

**17. GENERAL INSTRUCTIONS: -**

- 17.1 No further sub-contracting to third party or sister concern by the sub-contractor is allowed Without prior permission of BHEL. If found guilty, will be debarred.
- 17.2 BHEL reserves the right to suspend/cancel the PO/Enquiry unilaterally without any financial repercussions, if Sub-contractor's performance is not found to be satisfactory.
- 17.3 BHEL reserves the right to revise the drawing after placement of purchase order. The prices in the purchase order will be amended according to revised drawing.
- 17.4 Subsequent ordering shall be done based on performance and execution of orders in time as per PO Delivery.
- 17.5 EMD submission may be waived for Central/State-PSUs/Government departments.





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- 17.6 MSE suppliers /Approved vendors registered in AF-107 in BHEL HEEP Ranipur are exempted for submission of EMD & Tender Fee.
- 17.7 As per the Office Memorandum F.No. 1(2)(1)/2016-MA dated 09.02.2017 issued from the office of Development Commissioner (micro, small & medium enterprises), "Traders and agents should not be allowed to avail the benefits extended under the pp policy." in view of this, it is clarified that benefits of MSE (such as EMD waiver, tender fee exemption, price preference, payment preference etc.) will be given only to those MSE vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to agents / stockists / dealers / traders etc.
- 17.8 Open tender is hoisted on the <https://eprocurebhel.co.in/nicgep/app> and no hard copy of document is provided by BHEL, no tender fee shall be insisted upon from the bidders.
- 17.9 Please refer general instructions and standard terms & conditions (GISTC) for bidding against tender enquiry (version May 2024, Rev:07) the bidder/vendor must ensure compliance of these GISTC (GISTC Rev. 07, May 2024). Please refer <https://hwr.bhel.com>.
- 17.10 Unregistered vendors may please visit our site [hwr.bhel.com](https://hwr.bhel.com) for filing up the Supplier registration Form against PMD No. AF107.
- 17.11 PQR uploaded with the tender document is to be submitted along with the Techno-Commercial offer (PART-I).  
Note :- Offer shall be entertained only after submission of duly filled, signed and stamped PQR and relevant documents. Offers of the vendor(s) not submitting this Annexure may be ignored.
- 17.12 The evaluation currency shall be INR (Indian Rupee).
- 17.13 Following MSE conditions shall be followed: -  
UDYAM Certificate. Detailed MSE conditions is at clause no. 23.0 of GISTC Rev. 07, May 2024.  
\* Govt. guidelines will supersede all clauses of this tender for MSE benefits to vendor(s). MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of UDYAM Certificate.  
Detailed MSE conditions is at clause no. 23.0 of GISTC Rev. 07, May 2024. \* Govt. guidelines will supersede all clauses of this tender for MSE benefits to vendor(s).
- 17.14 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.
- 17.15 Vendor Contract clause regarding GST ITC and provision for E-invoices:  
(i) E-invoicing under GST is being implemented w.e.f. 01.04.2022 for all the taxable persons having turnover more than Rs. 5 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System.  
(ii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any



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subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.

17.16 Bidder to necessarily submit duly filled in, signed and stamped Anexures (attached alongwith the tender document.

17.17 In case of ordering against the tender, vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of delay, consequential losses like loss of input credit and non-availability of concessional forms etc. shall be to the vendor account.

17.18 The bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application is available on [hwr.bhel.com](http://hwr.bhel.com).

17.19 Against vendor's replies, BHEL reserves the right to ask for more information/ documents / clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or doesn't meet the acceptance criteria. Time period for technical/commercial clarification is 3 days.

17.20 Amendments/Corrigendum, if any, will be hosted on designated web site/ GePNIC Portal only. Other terms and conditions will be as per tender documents. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.

17.21 Tender Documents, Drawings, P.O copy etc. shall be sent by e-mails and shall not be sent in hard copies. Vendors to kindly note that the details sent by e-mail shall be considered for delivery against the finalized contract(s)/ P. O's placed.

17.21 OFFERS SHALL BE ADMITTED THROUGH GePNIC PORTAL <https://eprocurebhel.co.in/nicgep/app> ONLY

17.23 QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

17.24 OFFERS SHALL BE ADMITTED THROUGH GePNIC PORTAL <https://eprocurebhel.co.in/nicgep/app> ONLY

**18. Breach of Contract: -**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encased. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, recovery of an amount equivalent to 10% of the contract value may be made in case of breach of contract."

**19. Conflict of Interest: -**

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 who found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one



or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or
- e) Bidder participates in more than one bid in this bidding process.

Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal,  
or

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

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. "

- **Against vendor's replies, BHEL reserves the right to ask for more information/ documents / clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or doesn't meet the acceptance criteria. Time period for technical/commercial clarification is 3 days.**

- Amendments/Corrigendum, if any, will be hosted on designated web site/ GePNIC Portal only. Other terms and conditions will be as per tender documents. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be outrightly rejected.
- the Tender Documents, Drawings, P.O copy etc. shall be sent by e-mails and shall not be sent in hard copies. Vendors to kindly note that the details sent by e-mail shall be considered for delivery against the finalized contract(s)/ P. O's placed.
- **\*\*OFFERS SHALL BE ADMITTED THROUGH GePNIC PORTAL**  
<https://eprocurebhel.co.in/nicgep/app> ONLY



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462/223948**

**PHONE NO: 0091 1334 285120**

- Vendor's who are interested to participate in this tender are required to submit, filled signed copy of NDA (Non-Disclosure Agreement form, attached) through email to [yadavsky@bhel.in](mailto:yadavsky@bhel.in)/[saurabhy@bhel.in](mailto:saurabhy@bhel.in)/[kumar.sanjay@bhel.in](mailto:kumar.sanjay@bhel.in) .Drawings will be shared only after submitting filled signed copy of NDA through email.

**20. Rejection: -**

No rejection allowance is allowed. BHEL would recover full value of the material damaged. In case of defect observed on material supplied by BHEL at any stage of operations and material stands rejected, then BHEL will pay for the part operations performed by the sub-contractor and such payment shall be made after joint certification by the QC, Technology and Shop Planning Personnel.

**21. Integrity Pact:**

Integrity Pact is to be submitted with the offer as per the attachment.



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### **SPECIAL INSTRUCTIONS OF TENDER X/6480/RC0311**

#### **TAXES & DUTIES:**

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.

#### **GST (Goods and Services Tax):**

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.

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.

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.

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.

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.

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.

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.

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: -



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- 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.
  - 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.
  - 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.
  - 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.
  - g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
- 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.
- TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
- Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 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.
- 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.
- 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.
- 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.

#### **Variation in Taxes & Duties:**

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.

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





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direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.

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 of the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer. **Income Tax:**

**TDS/TCS** as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

**PAYMENT TERMS: (as per details received in Indent)**

**a). FOR NON MSME Bidders**, 100% payment shall be released within 90 days from the date of acknowledged receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 10 below.

**b) FOR MSME Bidders**, 100% payment shall be released within 45 days from the date of acknowledged receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 10 below.

**c) FOR MEDIUM ENTERPRISES Bidders**, 100% payment shall be released within 60 days upon receipt & acceptance of material at site and 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) NO INTEREST PAYABLE TO CONTRACTOR**

No interest shall be payable on the security deposit or any other money due to the contractor".

**BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

The following shall amount to breach of contract: 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.

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.

III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.

IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

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.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

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.

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.

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.

**Remedies in case of Breach of Contract.**

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. 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 encasing 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. 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 encased. 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:

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.

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:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

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.

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.

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.

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.





Note:

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:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(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.

**LD against delay in executed supply in case of Termination of Contract:**

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. Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

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

ii. Let the value of executed supply till the time of termination of contract = X

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

iv. Delay in executed supply attributable to Supplier/Vendor i.e.  $T2 = [1 - (X/Y)] \times T1$

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.

**LIQUIDATED DAMAGE:**

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.

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.

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 of delayed quantity without any controversy/dispute of any sort whatsoever.

**Settlement of Dispute:**

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



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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.

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.

Conciliation:

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 [www.bhel.com](http://www.bhel.com))).

Note: 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.

#### **ARBITRATION:**

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 21.1 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 Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

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 Region, Power Sector/ 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



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including interest, if any.

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 Institutions..... (to be identified by the contract issuing agency) 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 a specific Arbitral institution 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.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency) .....(i. e. New Delhi for Delhi/NCR based Units).

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.....(i. e. New Delhi for Delhi/NCR based Units).

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.

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.

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.

In case, multiple arbitrations are invoked (whether sub-judices 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 above.

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.

**JURISDICTION:**

This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at New Delhi, India for Foreign supplier and



Haridwar for Indian Supplier, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

**GOVERNING LAWS:**

The contract shall be governed by the Law for the time being in force in the Republic of India.

**FORCE MAJEURE:**

"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) 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. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.

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, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

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.

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.

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. 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.



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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.

**Non-Disclosure Agreement:**

The bidders shall enter into the Non-disclosure agreement separately. (Format attached).

**Cartel Formation**

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.

**Fraud Prevention Policy**

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**Suspension of Business Dealings with Suppliers / Contractors:**

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 web site [www.bhel.com](http://www.bhel.com). 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 [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php).

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-

Saurabh Yadav (Mgr./Purchase) E-mail id - Saurabhy@bhel.in	Anil Yadav (Senior Mgr./Purchase) E-mail id - ayadav84@bhel.in
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Ph. No. 01334285120	Ph. No. 01334285044
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**NOTE:**

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.
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.

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.
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.
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 [www.bhel.com](http://www.bhel.com).
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.



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**Annexure - A**

**FABRICATION AND MACHINING OF PACKING STEEL STRUCTURES WITH PAINTING  
(WITH PARTY MATERIAL)**

DESCRIPTION OF ITEMS	TOTAL QTY. MT	L1 TO L6 LOAD DISTRIB UTION MT	TOTAL FABRICATION CAPACITY (MT)	CAPACITY RESERVED FOR THIS ENQUIRY (MT)	RATE (Rs. Per Kg)  Tick the correct
Packing Structure	1323	L1=30% L2=22% L3=17% L4=13% L5=10% L6= 8%			Quoted / Not quoted





**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-PIN 249403**

**FAX NO: 0091 1334 226462/223948**

**PHONE NO: 0091 1334 285120**

**Annexure - B**

**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,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

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

Ref: 1) NIC Bid Specification No: **X/6480/RC0311**

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 practicing 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.





**BHARAT HEAVY ELECTRICALS LIMITED**

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**FAX NO: 0091 1334 226462/223948**

**PHONE NO: 0091 1334 285120**

**Annexure - C**

**NON-DISCLOSURE CERTIFICATE**

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

-----  
-----  
I/We understand that BHEL Haridwar is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s

.....  
who are submitting offer for providing services to BHEL against NIC Bid No **X/6480/RC0311**

. hereby undertake to comply with the following in line with Information Security Policy of.

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.

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

**Date:**



**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-PIN 249403**

**FAX NO: 0091 1334 226462/223948**

**PHONE NO: 0091 1334 285120**

**ANNEXURE- D**

**CERTIFICATE OF NO DEVIATION**

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

-----

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Enquiry 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:



**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-PIN 249403**

**FAX NO: 0091 1334 226462/223948**

**PHONE NO: 0091 1334 285120**

**NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (this "**Agreement**") entered into on this ..... day of ....., 2025.  
(the "**Effective Date**")

By and Between

**Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India)**, a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "**BHEL**" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL"),

And

**ABC**, a Company incorporated under the laws of ..... and having its registered office at .....  
(hereinafter referred to as "ABC").

The party who is receiving information would be referred as Receiving Party and the party who is disclosing information would be referred as Disclosing Party, as the context requires.

**WHEREAS**

(A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for **Enquiry No. X/6480/RC0311**

, for the purpose of .....products in India ('the Purpose');

(B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;

(C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and

(D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

NOW, THEREFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:



**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-PIN 249403**

**FAX NO: 0091 1334 226462/223948**

**PHONE NO: 0091 1334 285120**

**1. PURPOSE:** Purpose to ne mentioned here.

**2. DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.

**3. RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.

#### **4. Confidential Information**

**(a)** Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.

**(b)** (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.

(ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.

**(c)** Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:

(1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;

(2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;

(3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or



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**HEEP HARIDWAR INDIA-PIN 249403**

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(4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

**(d)** Notwithstanding any other provision of this Agreement, the Receiving Party shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body, provided, however, that the Receiving Party shall be required to give prior notice in writing to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order including that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

## **5. Disclosure**

In consideration of the disclosure of Confidential Information by, the Recipient hereby agrees to:

(a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection

(b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);

(c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;

(d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;

(e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

(f) not disclose any Confidential Information received by it to any third party; and

(g) not to copy or reverse engineer any such Confidential Information.

(h) not to use the Confidential Information for any purpose other than the Transaction.

(i) not use the information for any scientific research or any other research.

(j) Confidential information does not include information: a. Which is generally available to the public other than as a result of a breach of this Agreement; or

b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder: or



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c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions: or

d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or

e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended

(k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

Each Party will comply with all applicable data protection laws and regulations. Where applicable in particular if one Party receives access to and processes personal data on behalf of the other party in connection with this Agreement and such processing agreement, the Parties will enter into any required data processing of other data protection agreement

## **6. Restriction on Use**

**(a)** The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:

(i) disclose the Confidential Information to any third party; or

(ii) use the Confidential Information for any purpose other than the permitted Purpose.

**(b)** The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.

**(c)** The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.

**(d)** The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party. P



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**PHONE NO: 0091 1334 285120**

(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

#### **7. Protection of Confidential Information**

**(a)** The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.

**(b)** All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

#### **8. No Further Warranties**

The Confidential Information shall be disclosed on an "as is" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

#### **9. No Further Business Arrangement**

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

#### **10. Term**

The term of this Agreement shall commence on the Effective Date and valid for the period of two (2) years. The Disclosing party shall have a right to terminate this Agreement by giving a written notice of 30 days to the Receiving Party. However, the Receiving Party obligation to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party discloses it to the public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

#### **11. Injunctive remedy**

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the



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**PHONE NO: 0091 1334 285120**

Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The affected Discloser shall be entitled to recover all its damages, costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

## **12. Return of Confidential Information**

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

## **13. Notice of Breach**

Recipient shall notify the Disclosers immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Discloser regain possession of Confidential Information and prevent its further unauthorized use.





**BHARAT HEAVY ELECTRICALS LIMITED**

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**PHONE NO: 0091 1334 285120**

The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained there under shall not terminate upon termination of this Agreement.

### **15. Governing Law & Dispute Resolution**

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be \_\_\_\_\_ (the place from where the contract is issued)

### **16. No Publication**

Neither Party shall disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

### **17. Miscellaneous**

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.



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(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

### **18. Notices**

All notices, documents, consents, approvals or other communications (a 'Notice') to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail to the person at the address specified herein below, or by telex, facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to:

BHEL, then to,

\_\_\_\_\_

Phone:



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**HEEP HARIDWAR INDIA-PIN 249403**

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**PHONE NO: 0091 1334 285120**

Fax:

E-mail:

ABC, then to,

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

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

Phone:

Fax:

E-mail:

**19. Counterparts, Telefax Signatures**

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

**IN WITNESS WHEREOF**, of their **For ABC**

Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives: **For**

**Bharat Heavy Electricals Limited**

**Signature: .....**

**Name:**

**Designation:**

**Signature: .....**

**Name:**

**Designation:**

**Signature: .....**

**Name:**

**Designation:**

**Signature: .....**

**Name:**

**Designation:**


**TERMS AND CONDITIONS FOR Enquiry No.X/6480/RC0311**


SL.	TERMS	VENDOR'S ACCEPTANCE/ REMARKS
1	<u>Scope of Work:</u> - Fabrication & Machining and Painting of Packing Steel Structures as per Drawing, standard, QP conforming to their technical requirements exclusively with Party Material.	
2	Validity: This rate contract shall be valid for a period of ONE YEAR . (refer clause no. 2.0 of Terms and Conditions)	
3	Submission of offers (as per clause no. 3.0 of Terms and Conditions)	
4	Delivery: Quoted rates are on F.O.R. sub-contract store, HEEP, Haridwar basis. (as per clause no. 4.0 of Terms and Conditions)	
5	Delivery schedule : 50 Days (as per clause 5.0 of T & C of enquiry)	
6	Inspection shall be done (as per clause no. 6.0 of Terms and Conditions of Enquiry)	
7	Payment Terms: 100% after receipt & acceptance (SRIV clearance) of item/material (as per clause no. 7 of Terms and Conditions of Enquiry).	
8	LD clause is applicable @ 0.5% per week or part thereof with a maximum limit of 10% of the delayed portion of the PO (as per clause no. 8.0 of Terms and Conditions of Enquiry).	
9	GST 18% shall be applicable against documentary proof. Input Tax Credit shall be applicable and BHEL can claim benefit (as per clause no. 9.0 of Terms and Conditions of Enquiry).	
10	PO Amendment: As per clause 10 of T & C of Enquiry	
11	We accept Reverse Auction (RA) clause as per standard policy of BHEL (as per clause no. 11.0 of Terms and Conditions of Enquiry).	
12	Rectification: Confirm acceptance of Clause 12.0 of T & C of Enq.	
13	Price Variation Clause: As per clause 13 of T & C of Enquiry	
14	Transportation: Confirm acceptance of clause 14.0 of T & C.	
15	Guarantee Certificate shall be valid for 18 months. (as per clause no. 15 of Terms and Conditions of Enquiry)	
16	Distribution of Load: Accept the Clause 16 of T & C (refer Annexure-A)	
17	General Instructions as per Cl. 17 (Read and understood)	
18	Breach of Contract: as per Cl. No. 18	
19	Conflict of Interest: Confirm acceptance of Clause 19 of T & C of Enq.	
20	Rejection: as per cl. No. 20 confirm acceptance	
21	Integrity Pact: submit signed copy (as per Clause 21 of T & C)	
22	We have submitted Annexure A (duly filled and signed as per Annexure-A).	
23	We have submitted Make in India certificate (duly filled and signed as per Annexure-B).	
24	We have submitted GISTC Rev.07 (duly filled and signed)	
25	Rates have been quoted in Indian Rupees per Kg basis.	
26	PQR- Signed and stamped PQR to be submitted as per clause 18.11	
27	Read and understood "Special Instructions of Tender X/6480/RC0311" attached with NIT Document.	
28	We have submitted Annexure-C & Annexure-D (NDC & Certificate of No Deviation)	
29	Submitted completely filled and signed copy of Non-Disclosure Agreement)	

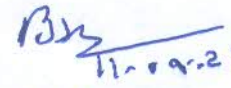
Note: BHEL reserves the right to reject any or all the offers (on techno-commercial ground) without assigning any reason thereof.

**(Vendor's signature with Stamp)**

PQR for Fabricated Structure (With Painting)				
01.00	TECHNICAL REQUIREMENT	Required	Offered	Remarks
01.01	<p>1. Our Job details-</p> <p>i) Structure steel - angle/ beam/channel &amp; Sheet thickness 2mm and above upto 5 mm .</p> <p>ii) Weight of fabricated structure - upto 15 Tons .</p> <p>iii) Dimensions of packing box : L= upto 15 metres ,W=upto 6 Meters , H= upto 4 metres .</p> <p>iv) Material Grade : MS (Mild Steel)</p> <p>2. Vendors should have experience of fabrication/manufacturing of fabricated structures weighing 10T or above in last 5 years from the date of enquiry.</p> <p>3. Lifting capacity at vendor works should be 15 Tons &amp; above.</p> <p>4. The working space at vendor works should be atleast L=15 metres, W=6 metres &amp; H= 4 metres (Note: Concrete floor is not acceptable)</p> <p>5. Rolling capacity to roll thin sheets upto 5mm and Width 2000 mm .</p> <p>6. Spray Gun painting facility with DFT measuring instrument for primer/painting and ensuring dry film thickness of minimum 100 microns (minimum 2 coats) to meet the requirement of BHEL drg no : 31000039000.</p> <p>7. Welding shall be carried out by qualified WPS (Welding Procedure Specification)/ PQR (Procedure Qualification Record)/qualified welders with qualified WPQ (Welder Performance Qualification) as per ASME section-IX duly approved by third party (preferably by M/S Lloyds, M/S RITES, M/S TUV, M/S NTPC, M/S BVQI, M/S EIL, M/S NPCIL).</p>			
01.02	Vendor to furnish certificate against clause 01.01 from the customer / company or end user duly confirming that fabricated structure was supplied in last 5 years OR Vendor to submit documentry evidence as per clause 1.03.	Vendor to agree & submit suitable documents		
01.03	Against clause 1.01, vendor to furnish name of customer/company with complete contact details and month/year of previous supply with copy of PO along with dispatch documents, Payment details (e.g. invoice copy) and inspection report of supplied fabricated structure & list of manufacturing facility used for fabrication	Vendor to agree & submit suitable documents		
01.04	All PQR documents are to be stamped and signed in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to agree & submit suitable documents		
01.05	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to agree		
NOTE: PQR IS NOT RESTRICTIVE				

  
11/09/2021  
Sushant Kr. Thakur  
Dy. Manager (W TX)

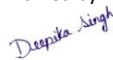
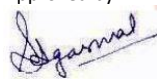
  
11/09/21.  
Jitendra Kumar  
Manager (W TX)

  
11.09.21  
BS Arora  
AGM (W TX)



Manufacturer Name and Address		MANUFACTURING QUALITY PLAN				APPLICABILITIES TO	
BHEL Haridwar accepted sub-contractors only	ITEM/EQUIPM-ENTS	PACKING STRUCTURE  As per indent	Q.P. NO	QP/QA/ST/CDX/Fabrication & Machining/01	PROJECT	As per indent	
	W.O. NO.		DATE	25.06.2024			
			REV. NO.	00	CONTRACTOR	BHEL (HEEP) HWR	
			PAGE NO.	Page 1 of 2	Indent	As per indent	

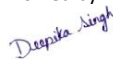
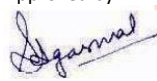
S. No.	COMPONENT OPERATION	CHARACTRISTIC CHECKED	CATE-GORY	TYPE/ METHED OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD	D	M	B	C	REMARK
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.1	Material Receiving Inspection at sub-contractor's work (in case of BHEL material)	Verification of identification of material	Major	Visual inspection	100 %	As per Drg./ Standard	As per Drg./ Standard	PPMIV/ Q.no.	✓	P	V	-	Material will be supplied by BHEL. Transfer of identification to be ensured.
		Verification of dimensions and visual Inspection	Major	Measurement	100 %	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	-	P	-	-	
1.2	Material Receiving Inspection (in case of party material)	Review of Supplier Test Certificate of Material for all the party materials	Major	Visual inspection	100 %	As per drg./ standard	As per drg./ Standard	SMIV/ Q.No./ TC	✓	P	V	-	All party material to be procured from BHEL,Haridwar approved sources with following conditions -In all the cases a mill test certificate correlateable with the component for verification of conformance of the material as per the requirement is essential.
1.3	Material Receiving Inspection (in case of combined material)	Review of Supplier Test Certificate of Material for all the party materials	Major	Visual inspection	100 %	As per drg./ Standard	As per drg./ Standard	TC	✓	P	V	-	(a) For BHEL material, transfer of identification to be ensured (b)All party material to be procured with following conditions - In all the cases a mill test certificate correlateable with the component for verification of conformance of the material as per the requirement is essential.
2.0	<b><u>INPROCESS-INSPECTION</u></b>												
2.1	WPS, PQR & WPQ Qualification	Scrutinizing	Major	Record check	100%	ASME SEC IX	ASME SEC IX	Test Report	✓	P	V	-	WPS/PQR/WPQ witnessed by third party shall be submitted to BHEL for approval.

Manufacturer/ Subcontractor	Legends: P Perform by; W Witness by; V Record review; C Customer; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use	
		Worked by:  Deepika Singh, (QAX)	Approved by:  Sugandh Agarwal, (QAX)

Manufacturer Name and Address		MANUFACTURING QUALITY PLAN				APPLICABILITIES TO	
BHEL Haridwar accepted sub-contractors only	ITEM/EQUIPM-ENTS	PACKING STRUCTURE  As per indent	Q.P. NO	QP/QA/ST/CDX/Fabrication & Machining/01	PROJECT	As per indent	
	W.O. NO.		DATE	25.06.2024			
			REV. NO.	00	CONTRACTOR	BHEL (HEEP) HWR	
			PAGE NO.	Page 2 of 2	Indent	As per indent	

2.2	Welding Operation	i) Visual inspection of welds	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Obs. sheet	✓	P	V	-	1) Welding electrode shall be used as per BHEL specification. 2) Welders qualification by third party shall be submitted to BHEL for approval.
2.3		ii) NDT of welds.	Major	NDT	As per drg.	As per drg./ Standard	As per drg./ Standard	Report	✓	P	V/W	-	1) NDT shall be carried out by ASNT/ISNT Level I/II Qualified Operators 2) V in case of RT' W in case of UT/DPT. 3) NDT consumables shall be used as per BHEL specification.
3.0	<b>FINAL INSPECTION</b>												
3.1	Dimensions	Verification of dimension & inspection	Major	Visual & measurement	100%	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	✓	P	W	-	
3.2		Coating/ conservation (as applicable)	Major	Visual & measurement	As per drg.	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	✓	P	V	-	
3.3		Completeness of Job, Documentation	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Record	✓	P	V	-	Item shall be dispatched to BHEL after acceptance by BHEL/ BHEL nominated agency after duly identifying by P.O.No., drg no. Plant Order No. and I.R.No

1. All requirements of P.O., standard and drawing shall be fulfilled.
2. Preservation of machined surfaces to be done with grease or oil (as per indent).
3. BHEL reserves the right for conducting repeat test, if required.

Manufacturer/ Subcontractor	Legends: P Perform by; W Witness by; V Record review; C Customer; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use	
		Worked by:  Deepika Singh, (QAX)	Approved by:  Sugandh Agarwal, (QAX)

DRAWING NO.

SIZE A3





## CORPORATE PURCHASE SPECIFICATION

AA 561 05

Rev. No. 07

PAGE 1 OF 4

### CHEMICAL RESISTANT EPOXIDE RED OXIDE ZINC PHOSPHATE PRIMING PAINT

#### 1.0 GENERAL:

This specification deals with the quality requirements of two pack Chemical resistant Epoxy Based Priming Paint pigmented with Red Oxide Zinc Phosphate.

#### 2.0 APPLICATION:

The paint shall be used as a primer in the painting system for protection of steel work, both under marine and inland outdoor conditions.

#### 3.0 COMPLIANCE WITH NATIONAL STANDARDS:

The material shall comply, in general, with the following national standards and also meet the requirements of this specification.

- i) IS: 14506 - 1998 : Epoxy red oxide zinc phosphate weldable primer, two component.

#### 4.0 COMPOSITION:

The paint consists of two components i.e. base and accelerator. The base contains epoxy binder suitably pigmented with red oxide and zinc phosphate and extenders. The accelerator is polyamide and solvent to cure the base of the paint system.

#### 5.0 MIXING RATIO:

The components of paint are to be mixed as recommended in the product data sheet supplied by the manufacturer of the paint: The type and content of the binding material as determined by infra-red spectroscopy or thin layer chromatography shall be strictly adhered to the "Type approved sample".

6.0 COLOUR: Red oxide.

7.0 FINISH: Smooth and matt.

#### 8.0 FREEDOM FROM DEFECTS:

The base of the paint system shall remain free from defects like hard setting of pigments, skinning and livering when kept in closed container till its shelf life.

9.0 SAMPLING: As per IS:101.

#### 10.0 TECHNICAL REQUIREMENTS.

Unless otherwise specified, the sample (mixed paint) shall be tested in accordance with IS 101.

Revisions :

Cl 33.7 a) of MOM of MRC-CPO

APPROVED :

INTERPLANT MATERIAL  
RATIONALISATION COMMITTEE-MRC (CPO)

Rev. No. 07

Amd.No.

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt:01.02.2005

Dt :

Year :

TIRUCHY

Corp. R&D

JUNE, 1980



- 10.1 Mass per 10 litres** : 12.0 kg, minimum
- 10.2 Consistency:**  
Paint shall be mixed so that it produces a smooth and uniform paint suitable for application. 40 - 60 secs by FC No.4 at  $27 \pm 2^\circ \text{C}$ .
- 10.3 Drying time** :
- a) **Soft dry** : 4 hours, maximum.
  - b) **Hard dry** : 16 hours, maximum
- 10.4 Volatile matter, percent by mass** : 30.0 maximum.
- 10.5 Pigment content, percent by mass:** 40.0 minimum.
- 10.6 Volume solids, percent** : 35.0, minimum.
- 10.7 Dry film thickness per coat** : 25.0 microns, minimum.
- 10.8 Flash point** :  $20^\circ \text{C}$ , minimum..
- 10.9 Pot life at ambient temperature (Annexure-A):** 4.0 hours, minimum.
- 10.10 Zinc phosphate, percent by mass on pigment (Annexure-B):**  
16 percent by mass, minimum.
- 10.11 Scratch Hardness ( IS: 101, Part 5/Sec. 1):**  
After the film is cured for 7 days and tested under of 2000gm, no such scratch as to show the bare metal shall be produced.
- 10.12 Flexibility and Adhesion ( IS:101, Part 5 /Sec. 2):**  
The film shall not show sign of damage detachment or cracking when tested after 4 days of curing.
- 10.13 Type Test:**  
**Salt spray test for 300 hours ( IS:101, Part 6 /Sec. 1):**  
The test panel prepared from this material shall show no signs of corrosion after continuous exposure for 300 hours in salt spray cabinet.
- 11.0 TYPE APPROVAL:**  
**Samples:**  
Samples for type approval testing shall be accepted only from those manufacturers whose manufacturing and testing facilities are considered satisfactory to ensure continuous supply of good product.



## CORPORATE PURCHASE SPECIFICATION

AA 561 05

Rev. No. 07

PAGE 3 OF 4

### 12.0 TEST CERTIFICATES

Unless otherwise stated, three copies of test certificates shall be supplied along with each consignment giving following information:

In addition, the supplier shall ensure to send one copy of test certificate along with the dispatch documents to facilitate quick clearance of the materials.

BHEL order

AA 561 05, Rev 07: Chemical resistant epoxide red oxide zinc phosphate priming paint

Manufacturers/suppliers Name:

Trade name/mark, if any:

Batch/Lot No.:

Quantity supplied:

Date manufacture & expiry:

Test results of clause 10.0

Mixing ratio

### 13.0 KEEPING PROPERTY

When stored in covered dry place in the original sealed containers under normal temperature conditions, the material shall retain the properties prescribed in this specification for a period of 12 months after the date of manufacture which shall be subsequent to the date of placement of BHEL order.

### 14.0 PACKING AND MARKING

Unless otherwise stated, base and hardener shall be packed separately in steel containers of approximate capacities. Each container shall bear the following information:

AA 561 05 : Chemical resistant epoxide red oxide zinc phosphate priming paint

BHEL Order No.

Manufacturers/ Supplier's name:

Trade name / mark , if any:

Batch/Lot No.:

Name of components:

Mixing ratio:

Quantity supplied:

Date of manufacture & expiry:

### 15.0 REFERRED STANDARDS (Latest Publications Including Amendments):

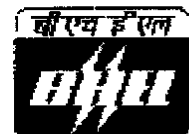
1) IS:101

2) IS: 14506

#### ANNEXURE - A (Cl 10.9)

#### PROCEDURE FOR TESTING OF POT LIFE:

If the mixed paint, as recommended by the supplier, could be still thinned, the end of the working life (pot life) has not been reached. The end of the working life is reached when the test material (paint) gels, becomes stringy or can not be thinned for application. The time interval between the mixing time and time of gelling shall be reported as pot life of the mixed paint.



### ANNEXURE - B (CI 10.10)

#### PROCEDURE FOR TESTING OF ZINC PHOSPHATE CONTENT:

##### I. General:

The pigment is extracted from the paint and pigment is taken for the determination of Zinc phosphate content.

##### II. Reagents required:

###### a) Quinoline solution:

50ml of quinoline is dissolved in 60ml of hydrochloric acid and 30ml of water with constant stirring. The solution is cooled and filtered. This is diluted to 1000ml and stored in a polythene bottle.

###### b) Citric molybdic acid reagent:

54gm of pure molybdic acid and 12gm of sodium hydroxide are dissolved in 400ml of hot water. 60gm of citric acid and 140ml of hydrochloric acid are added to 200ml of water. Now molybdic acid solution is added with citric acid solution and is made up to 1000ml. (The solution may be green or blue colour on its exposure to light). If necessary 0.5 percent potassium bromate solution is added until the green colour becomes pale. This solution is kept in a polyethylene bottle and stored in a dark place.

##### III. Procedure:

1.0gm of the sample is weighed into a 250ml beaker and 30ml of 1: 1 nitric acid and 5ml of 1: 1 hydrochloric acid is added. The content is boiled well and filtered and made up to 200ml.

50ml of aliquot is pipetted out into a 500ml conical flask and this is diluted to 100ml. 30ml of citric molybdic acid solution is added and boiled gently. 10ml of quinoline solution is added from burette with continuous swirling. (Add 3 to 4 ml drop wise and balance in steady stream).

The precipitate is filtered into a weighed Gooch crucible provided with glass fibre or filter paper previously dried at 250°C. The precipitate is washed with water and dried at 250°C. The dried precipitate (quinoline phosphomolybdate) is weighed and calculated for its weight by difference.

A blank determination is carried out in the same way as the determination but omitting the test solution.

##### Calculation:

$$\% \text{ Zinc phosphate, by mass} = \frac{(M_1 - M_0) \times 0.3816}{\text{Mass of sample in gm.}} \times 100$$

Where

M<sub>1</sub> = mass of precipitate in gm obtained in sample.

M<sub>0</sub> = mass of precipitate in gm obtained in blank.

CS-1031

ITEMS	SUPPLIER CODE / NAME OF SUPPLIER
Welding Electrode AWS: E-7018	06147 / VARUN ELECTRODES PVT. LTD.
	06164 / SUPERON SCHWEISSTECHNIK (I) LT
	07080 / RAJ KESARI ELECTRODES PRIVATE
	16016 / D & H SECHERON ELECTRODES PVT
	16113 / D & H INDIA LIMITED
	17023 / CALCUTTA ELECTRODES PVT LTD
	22729 / WELDWELL ELECTRODES
	29057 / MANTEK ELECTRODES PVT. LTD.
	40277 / ESAB INDIA LIMITED
	40648 / MARUTI WELD PRIVATE LIMITED
	41185 / MAILAM INDIA LIMITED,
	41590 / GEE LIMITED
	41596 / HONAVAR ELECTRODES PVT LTD
<i>Welding Electrode AWS: E-7018</i> 01168 / ADOR WELDING LIMITED	
HOT ROLLED CARBON STEEL SHEETS	03624 / TATA STEEL LIMITED
	08166 / STEEL AUTHORITY OF INDIA LTD
	08400 / TATA STEEL BSL LIMITED
	26053 / JSW STEEL LIMITED
COLD ROLLED CARBON STEEL SHEET	03624 / TATA STEEL LIMITED
	08166 / STEEL AUTHORITY OF INDIA LTD
	08400 / TATA STEEL BSL LIMITED
	20055 / THYSSENKRUPP ELECTRICAL STEEL
	26053 / JSW STEEL LIMITED
STRUCTURAL STEEL ANGLE, CHANNEL, BEAM, TMT, TOR.	02968 / SANDOZ METALS (INDIA)
	04135 / BHAWANI INDUSTRIES PRIVATE LTD
	08166 / STEEL AUTHORITY OF INDIA LTD
	08360 / K.L. STEELS (P) LIMITED
	15017 / RELIABLE SPONGE PVT LTD
	17024 / MAHAMAYA STEEL INDUSTRIES LTD
	17025 / NANDAN STEELS AND POWER LIMITE
	17026 / PRIME ISPAT LIMITED
	17027 / TOPWORTH STEELS & POWER PRIVAT
	17029 / MONNET ISPAT & ENERGY LIMITED
	24025 / RASHTRIYA ISPAT NIGAM LIMITED
	41122 / SUN FLAG IRON & STEEL CO. LTD.
	41307 / JINDAL STEEL & POWER LT D.
	41353 / P.R. ROLLING MILLS (P) LTD.
	41642 / SKS ISPAT & POWER LTD

**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 \_\_\_\_\_

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

Place \_\_\_\_\_  
Date \_\_\_\_\_

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

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

Place \_\_\_\_\_  
Date \_\_\_\_\_

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version May-2024, Rev: 07)

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### 1. GENERAL.

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

### 2. ORIGIN OF QUOTATION.

"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:

- they have controlling partner (s) in common; **or**
- they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- they have the same legal representative/agent for purposes of this bid; **or**
- 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**
- 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**
- 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:
  - The principal manufacturer directly or through one Indian agent on his behalf; and
  - Indian/foreign agent on behalf of only one principal;**or**
- 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**
- In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "

### 3. SUBMISSION OF TENDER.

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

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

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

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

To,

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

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



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

#### 4. TENDER OPENING.

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

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

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

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



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

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

### 6. PRICE SCHEDULE.

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

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

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

### 7. REVERSE AUCTION.

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

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

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

### 8. DELIVERY TERMS.

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



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

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

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

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

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

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

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

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

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

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

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

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

### 10. PAYMENT TERMS.

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

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

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

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

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

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

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

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





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

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

### 11. TAXES & DUTIES.

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

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

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



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

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

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

### 12. BANK GUARANTEE.

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

### 14. QUALITY REQUIREMENT.

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

### 15. VALIDITY.

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

### 16. RIGHT OF ACCEPTANCE.

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



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

### 17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

### 18. RISK PURCHASE.

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

### 19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

### 20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or its manufacture submitted by one party to the other, prior or

subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

### 21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

### 22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate



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(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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

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

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





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

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

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

### 24. INFORMATION TO THE BIDDERS.

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

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

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

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

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

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

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

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

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

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

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

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

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification.

Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

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



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### E. Requirement of Purchase Preference:

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

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

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

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

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

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

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

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

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

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





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

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

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

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

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

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

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

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

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

### 27. NOTE.

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



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

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

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

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

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