

<b>PROJECT:</b>	<b>WBPDCS SAGARDIGHI TPS</b>
<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
<b>Subject:</b>	<b>Special Terms and Conditions (STC)</b>
<b>Enquiry NO.</b>	

<b>1.</b>	For any <b>technical clarification</b> , please contact Mr. Jintu Gogoi, Dy. Manager (TBEM). Contact No. 0120 0674 8527; e-mail: jintugogoi@bhel.in
<b>2.</b>	For any <b>commercial clarification</b> , please contact Ms. Shipra Gupta, Sr. Engineer (TBMM). Contact No. 0120-674 8509; e-mail: shipra@bhel.in
<b>3.</b>	<b>Terms of Payment:</b>
For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier <b>(Payment towards supply of Main Supply &amp; Spares - Illumination System)</b>	<p><b>[A] Payment for Main Supply &amp; Spares – Illumination System</b></p> <p>i) 90% of payment along with 100% GST &amp; F&amp;I within 90 days (45 days for MSE, 60 Days for Medium Enterprises) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• MRC (Material receipt certificate) issued by BHEL Site Official</li> <li>• GST Compliant Tax Invoice</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> <li>• Copy of Performance Bank Guarantee (PBG)</li> <li>• Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management (if applicable)</li> </ul> <p>ii) 10% of payment within 90 days (45 days for MSE, 60 Days for Medium Enterprises) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> <li>• Certificate of successful completion of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management</li> <li>• Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul>
For Erection, Testing & Commissioning (ETC) at Site <b>(Payment towards ETC of Illumination System at site)</b>	<p><b>[B] Payment for Erection, Testing &amp; Commissioning (ETC) at Site</b></p> <p>a) 70% of the Contract value with applicable taxes &amp; duties against monthly progressive bills on pro-rata basis for completion of erection as certified by BHEL Site Official within 90 days (45 days for MSE, 60 Days for Medium Enterprises) from the date of receipt of Tax Compliant Invoice (Original +2 Copies)</p> <p>b) 20% of the Contract value with applicable taxes &amp; duties against monthly progressive bills on pro-rata basis for testing &amp; successful commissioning as certified by BHEL Site Official within 90 days (45 days for MSE, 60 Days for Medium Enterprises) from the date of receipt of Tax Compliant invoice in 3 sets (original + 2 copies)</p> <p>c) 10% of the Contract value with applicable taxes &amp; duties after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 90 days (45 days for MSE, 60 Days for Medium Enterprises) from the date of receipt of Tax Compliant invoice in 3 sets (original + 2 copies)</p> <p>Note: (a) Bills shall be submitted to BHEL TBG Sagardighi Site/Sector office for processing &amp; payment. (b) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.</p>

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	(c) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network) (d) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.
<b>4.</b>	<b>Tendering:</b> Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform only at ( <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> ). Bidders participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.  General terms and conditions (GTCs) for Supply and ETC both are enclosed. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
<b>5.</b>	<b>Delivery Time:</b> Delivery Requirement: IMMEDIATE. However, vendor has to quote their best delivery plan in activity schedule in Annexure-B of STC. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).  <b>Note:</b> Delivery requirement for Supply is Immediate. Early delivery is acceptable.
<b>6.</b>	<b>Prices:</b> The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works (Main Supply + Spares Supply) + F&I + ETC + GST on FOR destination basis.
<b>7.</b>	<b>Liquidated Damage of delayed Delivery:</b> In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total PO value for supply per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. PO value is defined as PO EX-WORKS & FREIGHT & INSURANCE CHARGES. Other terms as per General Terms and Condition (GTC - BHEL/TBG/GTC/2016 Rev-1). Note - LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.
<b>8.</b>	<b>Item &amp; BOQ:</b> <b>Item:</b> SUPPLY & ETC OF Illumination System <b>BOQ:</b> As per sl. no. 1.9 of Section-1 of Technical specification <b>TB-445-316-011 Rev0.</b>
<b>9.</b>	<b>Technical Specification:</b> Scope of supply & ETC as per Technical specification no. <b>TB-445-316-011 Rev0.</b>
<b>10.</b>	<b>Pre-Qualification Requirement:</b> Technical Pre-Qualifying Criteria is specified in Technical specification (Annexure-TQR).
<b>11.</b>	<b>MQP (Manufacturing Quality Plan):</b> Inspection shall be carried out by BHEL & Customer (End User) as per approved Quality Plan. For the same, Supplier to submit Quality Plan to BHEL for Customer approval.
<b>12.</b>	<b>Inspection:</b> Inspection shall be carried out by BHEL & Customer (End User) as per approved Quality Plan.
<b>13.</b>	<b>Guarantee Clause (Defect Liability Period):</b> The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for Eighteen (18) months from the last delivery or Eighteen (18) months from Completion of the Facilities whichever is later. Completion of facilities date is 01.04.2024.

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Note: In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, and Capacitors & Fuses will not be under Guarantee after commissioning.

The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.

In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.

<b>14.</b>	<b>Destination / Delivery Location:</b> C/o BHEL TBG, Sagardighi Thermal Power project, P.O. - Manigram, Distt Murshidabad, West Bengal, Pin - 742237.
<b>15.</b>	<b>Bill to Address for Supply:</b> Bharat Heavy Electricals Limited-TBG, 10th Floor, Plot No.C-20/1A/1, Joy Tower, Sector-62, Noida-201301, U.P. GSTN-09AAACB4146P2ZC
<b>16.</b>	<b>Performance Bank Guarantee:</b> For Supply & Spares - Supplier shall arrange to submit PBG for 10% of the total Ex-works value (excl. Supervision charges) with first invoice or within 60 days from award of Contract whichever is earlier, valid up to Guarantee period with claim period of 3 months extra over and above. Ex-works PO value (excl. Supervision charges) at the time of placement of PO shall be considered for calculation of the PBG amount.  For ETC - The Contractor shall arrange to submit Security-cum-Performance BG for 10% of total Contract value for ETC at Site excluding taxes & duties along with first invoice or within 60 days from award of Contract whichever is earlier valid till guarantee period on a non-judicial stamp paper of appropriate value.  "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest."  <b>Note:</b> PBG for Main supply items, Spares and ETC (SECURITY-CUM-PERFORMANCE BANK GUARANTEE) shall be submitted separately. BG should be submitted on non-judicial stamp paper of appropriate value by the supplier to BHEL.
<b>17.</b>	Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
<b>18.</b>	<b>Acceptance of Offer:</b> Acceptance of offer is subjected to following: i) Approval of vendor by end customer. ii) Qualification of Technical PQR. iii) Techno-Commercial evaluation by BHEL. Bidder to submit following credentials along with offer: Company Profile, performance certificates, experience certificates or list of Purchase Orders of 400 kV and above class Switchyard, Company credentials including ISO certificate and audited balance sheets for the latest 3

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years etc. Bidder has to supply items of Customer approved makes as specified in Specification (Annexure-M). Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.	
<b>19.</b>	<b>Make in India:</b>
For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. "Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V." "This tender is not a global tender and only Class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-Local supplier shall be rejected."	
<b>20.</b>	<b>Quantity Variation:</b>
BHEL shall have the right to variation in quantities of items within +/- 30% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.	
<b>21.</b>	<b>Details of Bidder:</b>
Bidder to submit the details as per format as per Annexure-D.	
<b>22.</b>	<b>Reverse Auction:</b>
Applicable as per BHEL RA guidelines 2021.	
<b>23.</b>	<b>Deviations:</b>
a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged.	
<b>24.</b>	<b>Compliances:</b>
Bidder to comply the below clause and submit the certification in their letter head. Non-compliance/ Non-submission of certification will lead to rejection of Offer. i. Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (enclosed in Annexure-II) ii. MOP circular dated 02-07-2020 (Annexure-III) iii. Make in India Format as Annexure-IV	
<b>25.</b>	<b>GeM Seller ID:</b>
GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.	
<b>26.</b>	<b>Terms &amp; conditions for ETC is enclosed. Bidder to quote each and every cell as per specified price format of NIT, otherwise their offer shall be liable to be rejected. PO shall be placed separately for Main supply and spares and WO for ETC works.</b>

Signature & Seal of  
Supplier  
Date

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**Annexure-B**

**ACTIVITY SCHEDULE FOR SUPPLY & ETC OF ILLUMINATION SYSTEM**

<b>SN</b>	<b>ACTIVITY</b>	<b>ACTIVITY TIME [ in weeks ]</b>	<b>REMARKS</b>
1.	Acknowledgement of PO	1	SUPPLIER SCOPE
2	Providing Input by BHEL	1	BHEL SCOPE
3.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc. after input by BHEL		SUPPLIER SCOPE (To be filled by supplier)
3.	Approval of documents/Manufacturing Clearance from BHEL	4	BHEL SCOPE
4.	Manufacturing time after drawings docs approval & Manufacturing Clearance with Inspection Call		SUPPLIER SCOPE (To be filled by supplier)
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	2	SUPPLIER SCOPE
7.	ETC Work at Site		Completion of ETC work at site from the date of site confirmation/ Readiness of fronts. (To be filled by supplier)

1. In case supplier fails to acknowledges the PO within 7 days from the date of PO, PO will be considered deemed accepted by the supplier.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
3. Inspection call should be given in the prescribed format only in 2weeks in advance. Inspection calls not in the prescribed format shall not be entertained.
4. Vendor to ensure resubmission of drawings / documents within 1 Week from the date of comments given by BHEL. Any delay in resubmissions beyond 1 Week shall be counted for calculation of LD.
5. Count of resubmissions shall be certified by TBEM and same shall be compensated in schedule by adding certified time or number for resubmissions.
6. Qty to be offered for inspection should be in accordance within Delivery-schedule. BHEL reserves the right not to entertain multiple inspection calls for an item with quantity in lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of

Supplier

Date:

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## ANNEXURE-D

<b>CONTACT DETAILS OF BIDDER</b>
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<b>Works Address-</b>	
<b>Communication Address-</b>	
<b>Details of contact person for clarification regarding bid:</b>	
Contact Person Name:	
Designation:	
Email Id.:	
Mobile No.:	
Landline No.:	

Signature & Seal of

Supplier

Date:

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**Annexure-II**

**Sub:** Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

SI No.	Description	Bidder's confirmation
1	<i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

**Bidder's authorized signatory with stamp & seal**

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Annexure-III

**Vendor Compliance format in bidder letter head**

In view of order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

**Enquiry No/ PO No & Date** :  
**Project** :  
**Name of items/Package** :

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

**Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.**

**Bidder's authorized signatory**  
**with stamp & seal**

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**Annexure-V**

<b>Item/Package Name :</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
<b>Enquiry No.:</b>	<b>GEM/2022/B/.....</b>
<b>Project:</b>	<b>WBPDCS SAGARDIGHI TPS</b>
<b>Type of project</b>	<b>THERMAL</b>
<b>Percentage of Local Content</b>	<b>(Bidder to enter the applicable % of local content)</b>

**Format of Self certification regarding Local Content in line with PPP-MII order, 2017 & its revision dated 04.06.2020.**

**Date:.....**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for .....  
**(Enter the name of the Equipment/Item for Project).**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for ..... **(Enter the name of the Equipment/Item for Project)** **contains.....%** **(mention the Local content in %age)** Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at ..... **(Enter the details of the location(s) at which value addition is made).**

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the

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assessment of procuring agency (ies)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii. Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

**Authorized signatory (To be duly authorized by the Board of Directors)**

<Insert Name, Designation and Contact No.>

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**SCHEDULE OF COMMERCIAL DEVIATION**

The following are the deviations/ variations exception from the General Terms and Conditions:

<b>SL. NO.</b>	<b>CLAUSE NO. OF TERMS AND CONDITIONS</b>	<b>STATEMENT OF DEVIATION</b>
	NIL DEVIATION	NIL DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2. Deviation mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.**

**Reproduction of the same in any sort is not acceptable.**

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations/ variations exception from the Technical Specifications:

SL. NO.	CLAUSE NO. OF TERMS AND CONDITIONS	STATEMENT OF DEVIATION
	NIL DEVIATION	NIL DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**2.** Deviation mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.**

**Reproduction of the same in any sort is not acceptable.**

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

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Vendor to furnish "Quoted/Not Quoted" and GST % in unpriced bid. If Bidder mention "Not quoted" and found applicable at later stage during detailed engineering, it means bidder shall supply the item free of cost to BHEL.

UNPRICE BID SUPPLY AND ETC OF ILLUMINATION SYSTEM - WBPDCL SAGARDIGHI PROJECT												
Sl. No.	Item Description	UO M	Item Qty	Unit Ex-works /ETC (INR)	Total Ex-works/ETC (INR)	Unit F & I (INR)	Total F & I (INR)	GST (%)	GST on Ex-works / ETC (INR)	GST on F&I (INR)	TOTAL COST i.e. ( Ex-works + F&I + GST)	
1	SUPPLY- ILLUMINATION EQUIPMENT : 415 V A.C. INDOOR TYPE LIGHTING PANEL (NORMAL) (TYPE LP-2)	NO	1									
2	SUPPLY- ILLUMINATION EQUIPMENT : 415 V A.C. INDOOR LIGHTING PANEL (EMERGENCY) (TYPE LP-3)	NO	1									
3	SUPPLY- ILLUMINATION EQUIPMENT : 415 V A.C. INDOOR TYPE LIGHTING PANEL (NORMAL) (TYPE LP-4)	NO	2									
4	SUPPLY- ILLUMINATION EQUIPMENT : DC EMERGENCY LIGHTING PANEL INDOOR	NO	2									
5	SUPPLY-OUTDOOR LIGHTING PANEL	NO	2									
6	SUPPLY- ILLUMINATION EQUIPMENT : EMERGENCY OUTDOOR LIGHTING PANEL	NO	1									
7	SUPPLY- ILLUMINATION EQUIPMENT : STREET LIGHTING PANEL	NO	1									
8	SUPPLY- ILLUMINATION EQUIPMENT : SWITCHBOARD (TYPE S-1)	NO	15									
9	SUPPLY- ILLUMINATION EQUIPMENT : SWITCHBOARD (TYPE S-2)	NO	15									
10	SUPPLY- ILLUMINATION EQUIPMENT : SWITCHBOARD (TYPE S-3)	NO	3									
11	SUPPLY- ILLUMINATION EQUIPMENT : RECEPTACLE - 5/15A (DECORATIVE) RA TYPE	NO	6									
12	SUPPLY- ILLUMINATION EQUIPMENT : RECEPTACLE - 20A (INDUSTRIAL) RB TYPE	NO	6									

FORMAT ONLY - NOT FOR FILLING PRICE

<b>PROJECT:</b>	<b>WBDCL SAGARDIGHI TPS</b>
<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
<b>Subject:</b>	<b>Special Terms and Conditions (STC)</b>
<b>Enquiry NO.</b>	

13	SUPPLY- ILLUMINATION EQUIPMENT : RECEPTACLE - 63A, 415V 3-PHASE, 4-PIN INTERLOCKED INDUSTRIAL GRADE ROTATRY SWITCH SOCKET, OUTDOOR RECEPTACLE - RC TYPE (NECESSARY ARRANGEMENT FOR LOOPING INCOMING SUPPLY CABLES SHALL BE PROVIDED )	NO	3																	
14	SUPPLY- ILLUMINATION EQUIPMENT : OUTDOOR JUNCTION BOXES WITH 4-WAY TERMINALS SUITABLE FOR LOOP-IN LOOPOUT UPTO 4CX16 SQ. MM. AL CONDUCTOR AND TAP OFF OF TWO NOS 10 SQMM WIRE (JB SHALL BE SUITABLE FOR CONDUIT SIZE OF UPTO 50MM)	NO	50																	
15	Supply of Indoor lighting fixtures - type (ILD-1)	NO	30																	
16	Supply of Indoor lighting fixtures - type (ILD-3)	NO	10																	
17	SUPPLY- ILLUMINATION EQUIPMENT : EMERGENCY DC LIGHTING FIXTURES (TYPE IA)/BULKHEAD DC LED FIXTURES	NO	15																	
18	Supply of Indoor lighting fixtures - type (ILD-4)	NO	26																	
19	Supply of Street lighting fixtures - type OLD-3	NO	35																	
20	Supply of Flood lighting fixtures - type OLD-5	NO	200																	
21	SUPPLY- ILLUMINATION EQUIPMENT : OCCUPANCY BASED INFRA RED SENSORS	NO	8																	
22	SUPPLY- ILLUMINATION EQUIPMENT : ESCAPE LIGHTING LUMINAIRE WITH "EXIT" SIGN FITTED (TYPE EX) LED TYPE	NO	8																	
23	SUPPLY- ILLUMINATION EQUIPMENT : CEILING FANS 1200MM SWEEP WITH ELECTRONIC REGULATOR, FAN HOOK, SUSPENSION ROD ETC.	NO	2																	
24	SUPPLY- ILLUMINATION EQUIPMENT : CEILING FANS 1400MM SWEEP WITH ELECTRONIC	NO	2																	

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<b>PROJECT:</b>	<b>WBPDCS SAGARDIGHI TPS</b>
<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
<b>Subject:</b>	<b>Special Terms and Conditions (STC)</b>
<b>Enquiry NO.</b>	

35	SUPPLY- ILLUMINATION EQUIPMENT : 1C, 1.5 SQMM PVC INSULATED STRANDED CU. WIRE RED/YELLOW/BLUE/BLACK/G REY (ISI MARKED WITH VALID CML NUMBER). COLOUR CODED.	MTR	500																
36	SUPPLY- ILLUMINATION EQUIPMENT : 1C, 2.5 SQMM PVC INSULATED STRANDED CU. WIRE RED/YELLOW/BLUE/BLACK/G REY (ISI MARKED WITH VALID CML NUMBER). COLOUR CODED.	MTR	2000																
37	SUPPLY- ILLUMINATION EQUIPMENT : 1C, 4 SQMM PVC INSULATED STRANDED CU. WIRE RED/YELLOW/BLUE/BLACK/G REY (ISI MARKED WITH VALID CML NUMBER). COLOUR CODED.	MTR	600																
38	SUPPLY- ILLUMINATION EQUIPMENT : 1C, 10 SQMM PVC INSULATED STRANDED AL. WIRE	MTR	700																
39	SUPPLY- ILLUMINATION EQUIPMENT : 25X3 MM GI FLAT FOR EARTHING	MTR	1500																
40	SUPPLY- ILLUMINATION EQUIPMENT : 35X6 MM GI FLAT FOR EARTHING	MTR	1000																
41	SUPPLY- ILLUMINATION EQUIPMENT : EARTHING MATERIAL - 3M, 20MM DIA MS ROD ELECTRODE	NO	10																
42	SUPPLY- ILLUMINATION EQUIPMENT : EARTHING MATERIAL - GI WIRE FOR EARTHING OF SIZE 12 SWG	MTR	1500																
43	SUPPLY- ILLUMINATION EQUIPMENT : EARTHING MATERIAL - GS WIRE FOR EARTHING OF SIZE 16 SWG	MTR	2500																

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<b>Subject:</b>	<b>Special Terms and Conditions (STC)</b>
<b>Enquiry NO.</b>	

44	<p>SUPPLY- ILLUMINATION EQUIPMENT : ERECTION ITEMS FOR INDOOR LIKE 3 WAY,G.I.,CIRCULAR J.B.(20MM AND 25MM),4 WAY,G.I.,CIRCULAR J.B.(20MM AND 25MM),90DEG,G.I.,INSPECTI ON BEND (20MM AND 25MM),90DEG,G.I.,NORMAL BEND(20MM AND 25MM),HEAVY DUTY, SADDLE WITH BASE(20MM AND 25MM),HEAVY DUTY, SADDLE WITHOUT BASE (20MM AND 25MM),M4X25MM, STEEL SCREW WITH NUT AND WASHER,G.I. CHECK NUT/LOCK NUT(20MM AND 25MM),PVC RAWL PLUG,6MM,WOODEN SCREW,35MM,EARTH CLIP/CLAMP (20MM AND 25MM),CLEAT FABRICATION OUT OF 25X6MM M.S. FLAT (FOR HANGING CONDUIT IN FALSE CEILING AREAS, ANCHOR FASTNER (M10X75MM FOR CLEATS,M12X75MM FOR LIGHTING PANELS),RUBBER BUSH(20MM AND 25MM),20MM PVC ,FLEXIBLE CONDUIT,25MM,PVC CONDUIT,COUPLING,SWING OUT BRAKET,20MM,HEAVY DUTY,BALL SOCKET,MACHINE SCREW(FOR FIXING SURFACE MOUNTING FIXTURES ON CIRCULAR J.B.), PVC CLOSURE(20MM AND 25MM),REDUCER (20MM AND 25MM). GI CONDUITS , EPOXY COATED CONDUITS FOR CORROSIVE AREAS , 1.5, 2.5 , 4 , 6 &amp; 10 SQ. MM WIRES, GI WIRE/ FRLSH CU WIRE FOR EARTHING ETC TO COMPLETE (NOT INCLUDED IN BOQ)</p>	LOT	1																	
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<b>PROJECT:</b>	<b>WBDCL SAGARDIGHI TPS</b>
<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
<b>Subject:</b>	<b>Special Terms and Conditions (STC)</b>
<b>Enquiry NO.</b>	

45	SUPPLY- ILLUMINATION EQUIPMENT : ERECTION ITEMS FOR OUTDOOR LIKE 20X1.5MM ALUMINIUM FLAT, M12X40MM, G.I. BOLT WITH NUT AND WASHER FOR FIXING OUTDOOR LIGHTING PANELS,M6X30MM, G.I. BOLT WITH NUT AND WASHER FOR FIXING CONTROL GEAR BOXES,M8X30MM, G.I. BOLT WITH NUT AND WASHER FOR FIXING OUTDOOR J.B.S,SLP, M10X35MM, G.I. BOLT WITH NUT AND WASHER FOR FIXING OUTDOOR LIGHTING FIXTURES,G.I., 2.5 SQMM WIRE FROM STREET LIGHT POLE JB TO FIXTURE, EARTH WIRE FROM J.B. TO LIGHTING FIXTURES, MOUNTING BRACKETS FOR OUTDOOR LIGHTING FIXTURES, GI WIRE FOR EARTHING ETC TO COMPLETE <b>(NOT INCLUDED IN BOQ)</b>	LOT	1																	
46	SUPPLY- ILLUMINATION EQUIPMENT : OUTDOOR POWER RECEPTACLE FOR OIL FILTRATION UNIT (250A)	NO	1																	
47	SUPPLY- ILLUMINATION EQUIPMENT : 100 MM GI CONDUITS	MTR	400																	
48	SUPPLY- ILLUMINATION EQUIPMENT : 50 MM GI CONDUITS	MTR	400																	
49	SUPPLY- ILLUMINATION EQUIPMENT : DB WITH TRANSFORMER (FOR WELDING RECEPTACLES)	NO	1																	
50	PDB having single in-comer of 63 A (3- Phase) and 4 outgoing feeder of 32 A (single phase)	NO	2																	
51	Supply of Receptacle - 32A 1-phase	NO	8																	
52	SUPPLY- ILLUMINATION EQUIPMENT : 32A RECEPTACLES WITH TP MCB FOR AC UNIT	NO	4																	
53	SPARES- ILLUMINATION EQUIPMENT : LIGHTING FIXTURES WITHOUT LIGHT (1 SET CONSISTS OF 20% OF	SET	1																	

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<b>PROJECT:</b>	<b>WBDCL SAGARDIGHI TPS</b>
<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
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	EACH MAKE, TYPE AND RATING)																			
54	SPARES- ILLUMINATION EQUIPMENT : LED LIGHTS (1 SET CONSISTS OF 20% OF EACH MAKE, TYPE AND RATING)	SET	1																	
55	SPARES- ILLUMINATION EQUIPMENT : MCCB (1 SET CONSISTS OF 5 NOS OF EACH MAKE, TYPE AND RATING)	SET	1																	
56	SPARES- ILLUMINATION EQUIPMENT : MCB (1 SET CONSISTS OF 20 NOS OF EACH MAKE, TYPE AND RATING)	SET	1																	
57	SPARES- ILLUMINATION EQUIPMENT : POWER AND CONTROL CONTACTOR (1 SET CONSISTS OF 5 NOS OF EACH MAKE, TYPE AND RATING)	SET	1																	
58	SPARES- ILLUMINATION EQUIPMENT : SWITCH (1 SET CONSISTS OF 5 NOS OF EACH MAKE, TYPE AND RATING)	SET	1																	
59	SPARES- ILLUMINATION EQUIPMENT : RECEPTACLES WITH PLUG (1 SET CONSISTS OF 5 NOS OF EACH MAKE, TYPE AND RATING)	SET	1																	
60	SPARES- ILLUMINATION EQUIPMENT : ROTARY SWITCHES (1 SET CONSISTS OF 2 NOS OF EACH MAKE, TYPE AND RATING)	SET	1																	
61	SPARES- ILLUMINATION EQUIPMENT : CLOCKS WITCH TYPE TIME SWITCH (1 SET CONSISTS OF 2 NOS OF EACH MAKE, TYPE AND RATING)	SET	1																	
62	ETC OF ILLUMINATION EQUIPMENT : 415 V A.C. INDOOR TYPE LIGHTING PANEL (NORMAL) (TYPE LP-2)	NO	1																	
63	ETC OF ILLUMINATION EQUIPMENT : 415 V A.C. INDOOR LIGHTING PANEL (EMERGENCY) (TYPE LP-3)	NO	1																	
64	ETC OF ILLUMINATION EQUIPMENT : 415 V A.C. INDOOR TYPE LIGHTING PANEL (NORMAL) (TYPE LP-4)	NO	2																	

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<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
<b>Subject:</b>	<b>Special Terms and Conditions (STC)</b>
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65	ETC OF ILLUMINATION EQUIPMENT : DC EMERGENCY LIGHTING PANEL INDOOR	NO	2								
66	ETC OF OUTDOOR LIGHTING PANEL	NO	2								
67	ETC OF ILLUMINATION EQUIPMENT : EMERGENCY OUTDOOR LIGHTING PANEL	NO	2								
68	ETC OF ILLUMINATION EQUIPMENT : STREET LIGHTING PANEL	NO	2								
69	ETC OF ILLUMINATION EQUIPMENT : SWITCHBOARD (TYPE S-1)	NO	15								
70	ETC OF ILLUMINATION EQUIPMENT : SWITCHBOARD (TYPE S-2)	NO	15								
71	ETC OF ILLUMINATION EQUIPMENT : SWITCHBOARD (TYPE S-3)	NO	3								
72	ETC OF ILLUMINATION EQUIPMENT : RECEPTACLE - 5/15A (DECORATIVE) RA TYPE	NO	6								
73	ETC OF ILLUMINATION EQUIPMENT : RECEPTACLE - 20A (INDUSTRIAL) RB TYPE	NO	6								
74	ETC OF ILLUMINATION EQUIPMENT : RECEPTACLE - 63A, 415V 3- PHASE, 4-PIN INTERLOCKED INDUSTRIAL GRADE ROTATRY SWITCH SOCKET, OUTDOOR RECEPTACLE - RC TYPE (NECESSARY ARRANGEMENT FOR LOOPING INCOMING SUPPLY CABLES SHALL BE PROVIDED )	NO	3								
75	ETC OF ILLUMINATION EQUIPMENT : OUTDOOR JUNCTION BOXES WITH 4-WAY TERMINALS SUITABLE FOR LOOP-IN LOOPOUT UPTO 4CX16 SQ. MM. AL CONDUCTOR AND TAP OFF OF TWO NOS 10 SQMM WIRE (JB SHALL BE SUITABLE FOR CONDUIT SIZE OF UPTO 50MM)	NO	50								
76	ETC of Indoor lighting fixtures - type (ILD-1)	NO	30								
77	ETC of Indoor lighting fixtures - type (ILD-3)	NO	10								





<b>PROJECT:</b>	<b>WBPDCS SAGARDIGHI TPS</b>
<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
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102	EARTHING USING 40 MM DIA. MS ROD ELECTRODES (PROVIDED BY BHEL)	NO	10								
103	EARTHING USING 12 SWG GI WIRE	MTR	1500								
104	EARTHING USING 16 SWG GI WIRE	MTR	1500								
105	ETC OF ILLUMINATION EQUIPMENT : ERECTION ITEMS FOR INDOOR LIKE 3 WAY,G.I.,CIRCULAR J.B.(20MM AND 25MM), 4 WAY,G.I.,CIRCULAR J.B.(20MM AND 25MM),90DEG,G.I.,INSPECTI ON BEND (20MM AND 25MM),90DEG,G.I.,NORMAL BEND(20MM AND 25MM),HEAVY DUTY, SADDLE WITH BASE(20MM AND 25MM),HEAVY DUTY, SADDLE WITHOUT BASE (20MM AND 25MM),M4X25MM, STEEL SCREW WITH NUT AND WASHER,G.I. CHECK NUT/LOCK NUT(20MM AND 25MM),PVC RAWL PLUG,6MM,WOODEN SCREW,35MM,EARTH CLIP/CLAMP (20MM AND 25MM),CLEAT FABRICATION OUT OF 25X6MM M.S. FLAT (FOR HANGING CONDUIT IN FALSE CEILING AREAS, ANCHOR FASTNER (M10X75MM FOR CLEATS,M12X75MM FOR LIGHTING PANELS),RUBBER BUSH(20MM AND 25MM), 20MM PVC ,FLEXIBLE CONDUIT,25MM,PVC CONDUIT,COUPLING,SWING OUT BRACKET, 20MM,HEAVY DUTY,BALL SOCKET ,MACHINE SCREW(FOR FIXING SURFACE MOUNTING FIXTURES ON CIRCULAR J.B.), PVC CLOSURE (20MM AND 25MM), REDUCER (20MM AND 25MM). GI CONDUITS , EPOXY COATED CONDUITS FOR CORROSIVE AREAS , 1.5, 2.5 , 4, 6 & 10 SQ. MM WIRES, GI WIRE/ FRLSH CU WIRE FOR EARTHING ETC TO COMPLETE	SET	1								



<b>PROJECT:</b>	<b>WBPDCS SAGARDIGHI TPS</b>
<b>ITEM:</b>	<b>SUPPLY &amp; ETC OF ILLUMINATION SYSTEM</b>
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112	ETC of 2C, 2.5 sqmm PVC insulated, Armoured Cu. Cable (supplied by BHEL) including laying in trench/GI/PVC conduit & termination	MTR	5000																
113	ETC of 4C, 16 sqmm XLPE insulated, Armoured Al. Cable (supplied by BHEL) including laying in trench/GI/PVC conduit & termination	MTR	2000																
114	CONSTRUCTION OF PULL PIT BOXES OF SIZES 400MMX400MMX400MM AT THE FREE ENDS AND TURNING OF GI PIPES IF PIPE LENGTH EXCEEDS 4M	NO	10																
115	ETC OF PDB having single incomer of 63 A (3- Phase) and 4 outgoing feeder of 32 A (single phase)	NO	2																
116	ETC of Receptacle - 32A 1-phase	NO	8																
117	ETC OF ILLUMINATION EQUIPMENT : 32A RECEPTACLES WITH TP MCB FOR AC UNIT	NO	4																

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**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**

**ADDITIONAL GENERAL TERMS AND CONDITIONS**

**FOR  
TENDER ENQUIRY / CONTRACT  
FOR  
ERECTION, TESTING & COMMISSIONING (ETC) AT SITE**

This is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract "BHEL/TBG/GTC/2016" & submitted duly signed by bidder in original. Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation". Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.

<b>Sr. No.</b>	
<b>1.</b>	<p><b>SCOPE OF WORK :</b></p> <p>The scope of work of the successful bidder / contractor shall comprise but not limited to the following :-</p> <ol style="list-style-type: none"> <li>1.1 Receipt of equipment / material at site, unloading, handling, transportation to storage area.</li> <li>1.2 Inspection / verification of equipment / material received for any shortage / damage after opening the packing / cases and intimating the same to BHEL / Owner and underwriters within the time period specified by BHEL / Underwriters and to strictly follow the procedures specified. Storage of equipment in open / indoor store to be provided by BHEL in line with the instructions of BHEL.</li> <li>1.3 Conservation / maintenance / up-keeping of the equipment / item in the store.</li> <li>1.4 Temporary lighting in stores and construction area wherever required for their work.</li> <li>1.5 Safety / Security of equipment / material.</li> <li>1.6 Transportation of equipment / material from store to erection site, erection of equipment / material in line with the drawings / instructions to be furnished by BHEL, testing, commissioning including PG test (if applicable) and handing over.</li> <li>1.7 Maintenance of associated equipment till handing over &amp; any other activity necessary for completion of the job but not specifically mentioned in this specification.</li> <li>1.8 Unloading, transportation to storage area, storing, up-keeping and handing over of spare items / equipment.</li> <li>1.9 Safety, watch &amp; ward of material at site which shall be sole responsibility of the Contractor.</li> </ol> <p>Note :</p> <p>In case unloading / watch &amp; ward of material at site is not executed by the Contractor, BHEL reserve the right to get it executed with the available resources at the risk &amp; cost of the Contractor.</p>

Sr. No.	
2.	<p><b>PRICES :</b> Prices shall be firm for the total contract period and no price variation shall be applicable. Prices shall be inclusive of all taxes and duties, except GST. GST shall be payable extra only if quoted separately.</p>
3.	<p><b>TESTING AND COMMISSIONING :</b></p> <p>2.1 All the electrical / mechanical test of the equipment &amp; material and shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directives of the Site Official / Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work.</p> <p>2.2 All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL / Owner.</p> <p>2.3 The contractor shall be entirely responsible for the satisfactory erection and providing test equipment &amp; skilled manpower for testing &amp; commissioning of all equipment.</p> <p>2.4 Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector other concerned agency and the contractor has to arrange approval for the same.</p>
4.	<p><b>CONSUMABLES :</b> The contractor shall maintain adequate inventory of necessary consumables at site prior to erection so that timely completion of the works under the contract is not held-up due to non-availability of consumables / spares.</p>
5.	<p><b>COMMENCEMENT OF WORK :</b> Start / Zero date for the work shall be date of Contract / letter of intent or as specified in the Contract / activity schedule.</p>
6.	<p><b>COMPLETION SCHEDULE :</b> The entire work under this tender enquiry is required to be completed as specified in NIT / Tender Enquiry.</p>
7.	<p><b>OVER RUN CHARGES :</b> No over run charges are payable.</p>
8.	<p><b>IDLE LABOUR CHARGES :</b> No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.</p>
9.	<p><b>SECURITY-CUM-PERFORMANCE BANK GUARANTEE :</b> The Contractor shall arrange to submit Security-cum-Performance BG for 10% of total Contract value for ETC at Site excluding taxes &amp; duties along with first invoice or within 60 days from award of Contract whichever is earlier valid till guarantee period on a non-judicial stamp paper of appropriate value.</p> <ul style="list-style-type: none"> <li>• The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original BG should be sent by issuing Bank directly to BHEL/TBG Sector Head, unless otherwise specified in the NIT.</li> <li>• Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to BHEL/TBG Sector Head, unless otherwise specified in the NIT, at least 45 days before expiry of validity of the BG.</li> <li>• Unless otherwise specified in the NIT, deviation taken for non-submission of BG, as applicable, shall not be accepted.</li> <li>• In case of non. submission BG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business</li> </ul>

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	<p>Dealings with the Supplier / Contractor.</p> <ul style="list-style-type: none"> <li>• BHEL reserves the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Contractor in fulfilment of performance of the Contract.</li> <li>• Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Contract value up to <math>\pm 20\%</math>. Beyond this variation of <math>\pm 20\%</math>, the Contractor shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly.</li> </ul>
10.	<p><b>INSURANCE :</b> The Contractor shall take insurance to cover his Tools and Plants, assets, workmen's compensation and third party liabilities. The contractor shall make available the original insurance certificates to the Site Official for necessary verification before commencement of work.</p>
11.	<p><b>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</b> BHEL shall have the right to variation in quantities of items within <math>\pm 30\%</math> of the total Contract value at the time of award of Contract on overall basis for all amendments together within two years from the date of original Contract or completion of execution of the Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Contract is on <b>lumpsum</b> basis, no variation of Contract value shall be admissible to the Contractor within the scope of Contract, as long as the inputs remain unchanged.</p>
12.	<p><b>GUARANTEE :</b> The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Contract, Technical Specifications &amp; approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the contractor without prejudice to any other rights under the contract and recover the same from BG / other dues of this Contract or any other Purchase Order / Contract executed by the contractor.</p> <p>Note :</p> <ul style="list-style-type: none"> <li>• In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, and Capacitors &amp; Fuses will not be under Guarantee after commissioning.</li> <li>• In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</li> <li>• In case offer of agent of Foreign OEM / Foreign Principal is considered, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</li> </ul>

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13.	<p><b>TERMS OF PAYMENT :</b> For Erection, Testing &amp; Commissioning (ETC) at Site</p> <ol style="list-style-type: none"> <li>a) 70% of the Contract value against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official with 60 days from the date of receipt of GST Compliant Tax Invoice ( Original +2 Copies)</li> <li>b) 20% of the Contract value against monthly progressive bills on pro-rata basis for testing &amp; successful commissioning as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)</li> <li>c) 10% of the Contract value after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies)</li> </ol> <p>Note:</p> <ol style="list-style-type: none"> <li>a. It should be ensured that Tax Invoice complies with statutory Requirements under GST law to enable BHEL to avail Input Tax Credit.</li> <li>b. Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN ( GST Network)</li> <li>c. Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice</li> </ol>
14.	<p><b>PRICE VARIATION / ESCALATION :</b> Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.</p>
15.	<p><b>LIQUIDATED DAMAGES FOR DELAY IN ERECTION, TESTING &amp; COMMISSIONING (ETC) AT SITE:</b> In case of delay in execution of Contract beyond the contractual completion time for Erection, Testing &amp; Commissioning at Site, an amount of 0.5% of the total Contract value for ETC at Site per week of delay or part thereof subject to a maximum of 10% of the total Contract value for ETC at Site shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. However, in case of staggered (lot-wise) contractual completion schedule, an amount of 0.5% of the total Contract value for ETC at Site of delayed lot per week of delay or part thereof shall be deducted as liquidated damages , subject to maximum of 10% of the total Contract value for ETC at Site along with applicable GST(if any) on LD.</p> <p>Note :</p> <ol style="list-style-type: none"> <li>i) In case of any amendment / revision, the LD shall be linked to the amended / revised Contract value and completion time / schedule for ETC at Site, if applicable.</li> <li>ii) If, as per contractor, delay is not attributable to the contractor, delay analysis with documentary evidence may be submitted by the contractor at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the contractor, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delay in Erection, Testing &amp; Commissioning at Site..</li> </ol>
16.	<p><b>FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR :</b> Watch and ward for the store and safe custody of the equipment / material in the scope of Contractor shall be his responsibility. It is the responsibility of the contractor to dismantle and take away all the material of</p>

<b>Sr. No.</b>	
	his office accommodation as soon as the work is handed over to BHEL / Owner and clean the area of debris.
<b>17.</b>	<b>ADDITIONAL EXPENDITURE :</b> In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
<b>18.</b>	<b>REGULATION OF LOCAL AUTHORITIES &amp; COMPLIANCE OF STATUTORY REQUIREMENTS :</b> The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. The contractor, as required, will obtain independent licence under The Contract Labour (Regulation and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer / Customer. In case Contractor is not registered with GST authorities of state where project is located , vendor shall have to obtain registration with GST Authorities of state .The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Contract and having in force and applicable to the Contract and nothing shall be done by the Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. Provisions of The Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building & Other Construction Workers Welfare Cess Act, 1996 shall also be applicable. The Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.
<b>19.</b>	<b>DISCIPLINE OF WORKMEN :</b> The contractor shall adhere to the disciplinary procedure set by the BHEL / owner in respect of his employees and workmen at site.
<b>20.</b>	<b>ELECTRICITY &amp; WATER :</b> Construction water and electricity shall be available at one point each. The contractor shall have to make his own arrangements for distribution to various locations for their works including proper switches / fuse units, distribution boards, cables, poles etc. to ensure safety of employees, workmen and equipment. If required the contractor shall employ DG Set operated equipment in addition to electrically operated ones to ensure timely completion of work. Unless otherwise stated in NIT, the contractor shall make his own adequate arrangement for clear water to be used for various work.
<b>21.</b>	<b>ARBITRATION :</b> In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996+and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi. Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void. However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.

Signature of Bidder (Authorized Signatory) with Date & Seal

## Addendum to General Terms and Conditions (GTC)

1	Offer Submission/ Opening Time	Offer Submission Time: 14:00 Hrs IST Offer Opening Time: 14:30 Hrs IST
2	Instruction to Bidder(s)	<p>I. For Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site is in the scope of the supplier or Supply where Testing &amp; Commissioning (T&amp;C) at Site is in scope of the supplier, minimum 10% of total ex-works value shall be quoted under supervision of ETC/T&amp;C. In case bidder quotes less than 10%, then 10% of Total PO value excluding GST and F&amp;I shall be allocated to the supervision of ETC/T&amp;C scope. Service charges shall be back calculated to keep 10% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>II. For Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in the scope of the supplier, minimum 20% of total ex-works value shall be quoted under ETC. In case bidder quotes less than 20%, then 20% of Total PO value excluding GST and F&amp;I shall be allocated to the ETC scope. Service charges shall be back calculated to keep 20% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>III. Endorsed LR is not required in GST Regime.</p> <p>IV. Bidder's offer will be technically acceptable subject to final acceptance of vendor by ultimate customer as approved supplier. Price Bid will be opened only for those bidders in respect of which vendor approval is received from CUSTOMER. Necessary credentials/documents to be submitted for approval by Customer.</p>
3	Offer Submission Mode	<p>Clause No. 1.3 of GTC – Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></p> <p>Vendors participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing &amp; Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p>
4	Validity of Purchase Order	Purchase order shall be valid for two (02) years from date of Purchase Order.
5	Work Address	<p>Bidder to mention their works address below from where material will be supplied</p> <p>Works Address: ----- ----- -----</p>
6	Pre- Qualification Requirement(PQR)	As per <b>Annexure-I</b> . The bidder must ensure that they confirm the PQR (Technical)
7	Deviation	<p><u>Technical Deviation</u>: No Technical Deviation is envisaged.</p> <p><u>Commercial Deviation</u>: No Commercial Deviation envisaged except defined in GTC.</p>
8	Project Status	Domestic/Export. GST shall be payable as applicable.
9	Delivery Plan	As per Activity Schedule ( <b>Annexure-II</b> ).
11	Terms of Payment	As per clause 3.1 to 3.7 of GTC (as applicable) . Supplier to submit bills alongwith billing checklist as per <b>Annexure-III</b>
12	Performance Bank Guarantee (PBG)	<p>Clause No. 7 of GTC, If no option is specified by the bidder, by default option – B for Bank Guarantee shall be considered.</p> <p>Separate BG for Spares shall be submitted alongwith BG for main supply items.</p> <p>Note: BG should be submitted on non-judicial stamp paper of appropriate value by the supplier alongwith first submission of bill to BHEL.</p>
13	Liquidated Damage	<p>Clause no. 13 of GTC - In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of delayed lot value (Ex Works and F&amp;I charges) for supply per week of delay or part thereof subject to a maximum of 10% of delayed lot value (Ex Works and F&amp;I charges) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>LD will calculated for lotwise and Manufacturing Clearance (MFC) date will be the last date of inputs for that particular lot</p> <p>Lot-1: items for which MFC is issued from 1-15 days of calendar month Lot-2: items for which MFC is issued from 16-30/31 days of calendar month Lot-3: items for which MFC is issued from 1-15 days of next calendar month, Lot-4: items for which MFC is issued from 16-30/31 days of next calendar month and so on...</p>
14	Arbitration	As per <b>Annexure-IV</b>

## Addendum to General Terms and Conditions (GTC)

15	Reverse Auction	<p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) 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."</p> <p>Abridged Version of "Guidelines for Reverse Auction-2020" may also be seen at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on "Supplier Registration" Page.</p>
16	Splitting of Contract	Splitting of Contract not applicable for this tender.
17	Make In India (PPP-MII)	<p>For this procurement, the local content to categorize a supplier as class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per <b>Annexure-V.</b>"</p> <p>"This tender is not a global tender and only <b>class-I and Class II</b> suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. Bids received from Class-II &amp; Non-Local supplier shall be rejected."</p>
18	Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017	Refer Clause at <b>Annexure-VI</b> and Certification at <b>Annexure-VII / Annexure-VIII</b> (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
19	MOP Circular	<p>Bidder to comply the MOP circular dated 02-07-2020 (<b>Annexure-IX</b>) and its subsequent amendment, if any, in prescribed format (<b>Annexure-X</b>). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].</p> <p>Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.</p> <p>Following confirmation to be provided by vendor:  <b>"We confirm that we have quoted as per specified price format provided along with this tender".</b></p>
20	Integrity Pact	As per <b>Annexure-XI.</b>
21	Risk and Cost	As per <b>Annexure-XII</b>
22	Prevention for cartel formation	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
23	Docuemts Required for Customer approval	<p>Bidders to submit below documents alongwith their offer but not limited to:</p> <ul style="list-style-type: none"> <li>(a) PAN, GST, Certificate of Incorporation</li> <li>(b) Factory Registration Certificate</li> <li>(c) Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.)</li> <li>(d) List of Plant and Machinery</li> <li>(e) List of Testing and Measuring equipment</li> <li>(f) Third party approval, if any (viz. ISO, BIS)</li> <li>(g) Pollution clearance wherever applicable</li> <li>(h) Energy conservation &amp; Efficiency Report( Applicable to industries having contact load more than 100KVA)</li> <li>(i) Manufacturing Quality Plan (MQP)</li> <li>(j) List of past supplies references along with copy of major PO</li> <li>(k) Performance certificate from end user</li> <li>(l) Photographs of factory, plant and machinery &amp; testing facilities</li> </ul>
24	BHEL Supplier Registration Portal	<p>The link for Online Supplier registration Portal is <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a></p> <p>The link for Online Supplier Registration Portal may also be seen at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on "Supplier Registration" Page.</p>
25	Start-up India	Start-up vendors to submit applicable documents alongwith their offers for availing the benefits as per GOI guidelines.

The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website ([www.bhel.com](http://www.bhel.com)) and Government's Central Public Procurement Portal (<https://eprocure.gov.in/>)

**(Sign and seal of Bidder)**

**SCHEDULE OF COMMERCIAL DEVIATION**

This Format is to be submitted in original duly signed by bidder.  
The following are the deviations/variations/exceptions from the Terms and Conditions :-

S N	CLAUSE NO. OF TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note :** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

Place : .....  
Date : .....

Signature of the authorised representative of  
Bidder's name :.....  
Designation:.....  
Company Seal:.....

**SCHEDULE OF TECHNICAL DEVIATION**

This Format is to be submitted in original duly signed by bidder.  
The following are the deviations/variations/exceptions from the Terms and Conditions :-

S N	CLAUSE NO. OF TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note :** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

Place : .....  
Date : .....

Signature of the authorised representative of  
Bidder's name :.....  
Designation:.....  
Company Seal:.....



**ACTIVITY SCHEDULE (ANNEXURE-II)**

**ENQUIRY NO. -**

**PROJECT -**

**BIDDER NAME -**

(SEPARATE ACTIVITY SCHEDULE TO BE FILLED-UP FOR EACH PROJECT BY THE SUPPLIER)

Name of Bidder:-

Please fill here

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
1	Inputs to vendor by BHEL. Last inputs date will consider		BHEL Activity
2	Submission of Documents necessary for getting manufacturing clearance like Drawings, Date sheet etc.		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
3	Approval of documents/ Manufacturing Clearance from BHEL / Customer *	4	BHEL Time to issue Manufacturing Clearance
4	Manufacturing time		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
5	Inspection call		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
6	Customer Inspection & Dispatch Clearance	2	BHEL Time to issue MICC
7	Dispatch		Vendor to fill ensuring Delivery completion date mentioned by BHEL in the NIT
8	ETC site		Not Applicable

Note: 1) \* Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete/inadequate information shall be the responsibility of supplier.

2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

3) Qty. to be offered for Inspection should be in accordance within Delivery- schedule - lot BHEL reserves the right not to entertain multiple inspection calls for a Delivery- lot and delay on this account shall be the responsibility of Supplier.

DATE

PLACE

SIGN AND STAMP OF BIDDER

### Check List for Supply bills (ANNEXURE III)

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original+2 Copy	1. Please ensure GST complaint invoice in original 2. Consignee address : BHEL C/o followed by site address 3. Item description and unit of quantity are matched with PO 4. Buyer address and GSTN No as required ( TBG Noida or Nodal 5. PO No and date, LR No and date, Vehicle No and Project name are 6. Invoiced quantity are not more than th PO quantity and MICC 7. Ex works unit rate , Taxes and F&I rates are same as per PO 8. Signed and stamped by vendor				
2	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1Original+2 Copy	1. Consignee address : BHEL C/o followed by Site address 2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address 3. Vendor's Invoice no and Vehicle No are mentioned 4. No of boxes/No of packages are same as per Packing list 5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is needed 6. LR is readable 7. In case of photo copy, LR is verified by TBMM 8. LR date is after the date of MICC/(MDCC if issued) or same date				
3	Packing List - showing number of packages, and gross weight/net Weight (if applicable)	1Original+2 Copy	1. PO No and date, LR No and date, Invoice No and date, Site Name and address, Consignor and consignee address are mentioned 2. Item description and quantity are matched with Invoice and PO 3. Signed and stamped by vendor 4. No of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1Original+2C opy	1. BHEL MICC has been issued prior to the date of dispatch or on same date 2. In case where MICC date is after the date of dispatch then MDCC date is same or prior to the date of dispatch 3. Project Name, PO, Po Date, Vendor's name and address is correct 4. Item description, Quantity and unit of quantity are same as per PO 5. All hold point in MICC , if any, have been resolved before submission of bill 6. Signed and stamped by BHEL Executive 7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items.				
5	Guarantee Certificate	1 Original+2 Copy	1. Project Name, PO No., Invoice No , LR No and date are mentioned 2. Guarantee Certificate is strictly matched with PO T&C 3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing 2. Bill can be processed only after receipt of BG confirmation directly from bank 3. It should be in the name of BHEL , TBG Noida with registered office address Siri Fort, New Delhi 4. It should be in prescribed format. 5. BG value and validity plus claim period should be minimum as specified in PO / RC. Please check before supply , If BG extension is required please arrange the same 6. Vendor's name address should be same as per PO 7. Po No / RC No and date should be correct				
7	Insurance Certificate	1 Original+2 Copy	1. Invoice No and date, Vendor's Name,Place from Consignor to Consignee are mentioned 2. It has not been issued later than the LR date 3. Insured value is not less than the Invoice value 4. Signed and stamped by Insurance Company 5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and 6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance				
8	PVC (If applicable) Invoice is submitted along with the Despatch Invoice	1Original+2C opy	PVC (If applicable) Invoice is submitted along with the Despatch Invoice 1. PVC invoice is attched along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions.				
9	Material receipt Certificate		1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material 3. Item description and quantity are same as per Invoice / Packing List 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO.				

### Check List for Supply bills

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original+2 Copy	1. Please ensure GST complaint invoice in original 2. Consignee address : BHEL C/o followed by site address 3. Item description and unit of quantity are matched with PO 4. Buyer address and GSTN No as required ( TBG Noida or Nodal 5. PO No and date, LR No and date, Vehicle No and Project name 6. Invoiced quantity are not more than th PO quantity and MICC 7. Ex works unit rate , Taxes and F&I rates are same as per PO 8. Signed and stamped by vendor				
2	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1Original+2 Copy	1. Consignee address : BHEL C/o followed by Site address 2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address 3. Vendor's Invoice no and Vehicle No are mentioned 4. No of boxes/No of packages are same as per Packing list 5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is nedded 6. LR is readable 7. In case of photo copy, LR is verified by TBMM 8. LR date is after the date of MICC/(MDCC if issued) or same date				
3	Packing List - showing number of packages, and gross weight/net Weight (if applicable)	1Original+2 Copy	1. PO No and date, LR No and date, Invoice No and date, Site Name and address, Consignor and consignee address are mentioned 2. Item description and quantity are matched with Invoice and PO 3. Signed and stamped by vendor 4. No of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1Original+2C opy	1. BHEL MICC has been issued prior to the date of dispatch or on same date 2. In case where MICC date is after the date of dispatch then MDCC date is same or prior to the date of dispatch 3. Project Name, PO,Po Date, Vendor's name and address is correct 4. Item description, Quantity and unit of quantity are same as per PO 5. All hold point in MICC , if any, have been resolved before submission of bill 6. Signed and stamped by BHEL Executive 7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items.				
5	Guarantee Certificate	1 Original+2 Copy	1. Project Name, PO No., Invoice No , LR No and date are mentioned 2. Guarantee Certificate is strictly matched with PO T&C 3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing 2. Bill can be processed only after receipt of BG confirmation directly from bank 3. It should be in the name of BHEL , TBG Noida with registered office address Siri Fort, New Delhi 4. It should be in prescribed format. 5. BG value and valdity plus claim period should be minimum as specified in PO / RC. Please check before supply , If BG extension is required please arrange the same 6. Vendor's name address should be same as per PO 7. Po No / RC No and date should be correct				
7	Insurance Certfcate	1 Original+2 Copy	1. Invoice No and date, Vendor's Name,Place from Consignor to Consignee are mentioned 2. It has not been issued later than the LR date 3. Insured value is not less than the Invoice value 4. Signed and stamped by Insurance Company 5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and 6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance				
8	PVC (If applicable) Invoice is submitted along with the Despatch Invoice	1Original+2C opy	PVC (If applicable) Invoice is submitted along with the Despatch Invoice 1. PVC invoice is attached along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions.				
9			1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material				



**Check List for Freight( Exclusive as per Transportation contract)**

Check List for Freight( Exclusive as per Transportation contract)							
Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
1	Invoice	1 Original	Freight Invoice Invoice for the Main Supply submitted				
2	Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	1. Consignee address : BHEL C/o followed by Site address				
			2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address				
			3. Vendor's invoice no and Vehicle No are mentioned				
			4. No of boxes/No of packages are same as per Packing list				
			5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is needed				
			6. LR is readable				
			7. In case of photo copy, LR is verified by TBMM				
			8. LR date is after the date of MICC/(MDCC if issued) or same date				
3	Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC	1 Original	As per Rate Contract (if any)/ WO.				
4	PVC (If applicable) Invoice is submitted along with the Despatch Invoice		1. PVC invoice is attached along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions.				
5	LD Calculation, if applicable		Calculation Sheet of LD due to delay in delivery is attached				
6	MRC		1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material 3. Item description and quantity are same as per Invoice / Packing List of supply 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification is needed				
	Invoice control No				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

<b>Applicable check list for MRC Bills:</b>							
Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
1	Invoice	1 Original	MRC Bill enclosed				
2	Material Receipt Certificate	1 Copy	1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material 3. Item description and quantity are same as per Invoice / Packing List of supply 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification from site/MM/CM is needed				
3	Submission of all final documents for the packages as detailed in Anx-10 of GCC rev 00, duly certified by Engg. Deptt. of purchaser or As per PO	1 Copy	Certificate as per PO requirement is attached				
Note*	Every Field to be ticked. If some documents is not applicable, same should be mentioned, All Pages to be numbered starting from the Last Page.						
	Invoice control No				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

**(A) CONCILIATION (MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018)**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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 **Annexure-A to this GCC (Enclosed)**.

The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.”

**(B) ARBITRATION (WITH SOLE ARBITRATOR)**

- 1.1. 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 the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 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 New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.

- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

**(C) JURISDICTION AND GOVERNING LAWS**

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p>

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Format 2 to BHEL Conciliation Scheme, 2018**

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO  
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent  
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

**Format 3 to BHEL Conciliation Scheme, 2018**  
**FORMAT FOR GIVING CONSENT BY**  
**CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No & date\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation**

**Date**

**Format 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO**  
**THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

<b>SI. No.</b>	<b>Description of claim(s)/Counter Claim</b>	<b>Amount (in INR)Or currency applicable in the contract</b>	<b>Relevant contract clause</b>

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

Item/Package Name :	
Enquiry No.:	
Project:	
Type of project	
Percentage of Local Content	<i>(Bidder to enter the applicable % of local content)</i>

**Self-certification to be submitted in INR 100/- non judicial stamp paper**

Format of Self certification regarding Local Content in line with PPP-MII order, 2017 & its revision dated 04.06.2020.

Date:.....

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/ Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for ..... *(Enter the name of the Equipment/Item for Project)*.

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for ..... *(Enter the name of the Equipment/Item for Project)* **contains.....%** *(mention the Local content in %age)* Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at ..... *(Enter the details of the location(s) at which value addition is made)*.

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency (ies)/ BHEL/ Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

Item/Package Name :	
Enquiry No.:	
Project:	
Type of project	
Percentage of Local Content	<i>(Bidder to enter the applicable % of local content)</i>

***Self-certification to be submitted in INR 100/- non judicial stamp paper***

- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

**Authorized signatory (To be duly authorized by the Board of Directors)**

<Insert Name, Designation and Contact No.>

**Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity Incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity Incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entitles incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country, or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
  4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.

**Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020**

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

*\* The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.*

\* List of 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/>)

**Compliance to be submitted in INR 100/- non judicial stamp paper**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

<b>Sl No.</b>	<b>Description</b>	<b>Bidder's confirmation</b>
1	<i>We, M/s _____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

**Bidder's authorized signatory with stamp & seal**

**Compliance to be submitted in INR 100/- non judicial stamp paper**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

SI No.	Description	Bidder's confirmation
1	<p><i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India &amp; have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><b><i>Evidence of valid registration by the Competent Authority is attached.</i></b></p>	<p align="center"><i>Agreed</i></p>

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

**Bidder's authorized signatory with stamp & seal**

No.25-111612018-PG  
Government of India  
Ministry of Power  
Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001  
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued:-

1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India
4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director Tel: 011-23716674 To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट:  
[www.cea.nic.in](http://www.cea.nic.in)

Sewa Bhawan, R.K Puram-I, New Delhi-110066 Tele: 011-26732257 Email: ce-rndcea@nic.in Website: [www.cea.nic.in](http://www.cea.nic.in)

**Vendor Compliance format in bidder letter head**

In view of by order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

**Enquiry No/ PO No & Date** :  
**Project** :  
**Name of items/Package** :

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

**Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.**

**Bidder's authorized signatory**  
**with stamp & seal**

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**

**GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**

**This is to be submitted duly signed by bidder in original. Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in “Schedule of Commercial Deviation”. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.**

Sr. No.	
1.	<p><b>INSTRUCTION TO BIDDERS :</b></p> <p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before <b>14-00 Hrs.</b> IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :-</p> <p style="padding-left: 40px;">Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5<sup>th</sup> Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. . 201305</p> <p>1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system <b>ONLY</b> as per instructions given in the e-procurement portal (<a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a>).</p> <p>1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address.</p> <p>1.5 Bids are to be submitted duly signed with seal in two parts :-</p> <p style="padding-left: 40px;">a) <b>Techno-commercial Bid (Part-I)</b> . To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format <b>without prices</b> <del>Un</del>Un-Priced Bid+is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) <b>Price Bid (Part-II)</b> . To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words.</p> <p>1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked</p>

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	<p>as %Techno-commercial Bid (Part-I)+and %Price Bid (Part-II)+respectively. Both the envelopes are to be kept in another common envelope and marked as %BID+ Each envelope should be sealed and super scribed with tender enquiry no., item / package name, project name and due date of opening. Bidder's name and address shall also be mentioned on each envelope.</p> <p>1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT.</p> <p>1.8 For any commercial clarification please contact official issuing tender enquiry / NIT.</p> <p>1.9 Price bid (Part-II) should not contain any additional information / description other than given in %Un-Priced Bid+ submitted with %Techno-commercial Bid (Part-I)+except prices, otherwise bid is liable for rejection.</p> <p>1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL.</p> <p>1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services.</p> <p>1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored.</p> <p>1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-</p> <p>a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</p> <p>c) If there is a discrepancy between words and figures, the amount in</p>

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	<p>words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d) If there is such discrepancy in an offer as mentioned in (a), (b) &amp; (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.</p> <p>1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply &amp; ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site %BHEL/TBG/GTC-ETC/2016 Rev. 01+ shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other.</p> <p>1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price.</p> <p>1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL.</p> <p>Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.</p>
2.	<p><b>PRICES :</b></p> <p>2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.</p> <p>2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis.</p> <p>2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under :-</p> <p>a) <b>Ex-works Price:</b> Ex-works price including packing &amp; forwarding charges.</p> <p>b) <b>Freight:</b> Freight for door delivery up to destination / site / store are to be quoted separately.</p> <p>c) <b>Insurance:</b> Insurance for door delivery up to destination / site / store are to be quoted separately.</p>

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	<p>d) <b>Type Test Charges:</b> If asked in the technical specification, it is to be quoted separately for each test.</p> <p>e) <b>Charges for Supervision of Erection, Testing &amp; Commissioning (ETC) at Site:</b> To be quoted separately if specified in NIT/Price Schedule.</p> <p>f) <b>Charges for Testing &amp; Commissioning at Site:</b> To be quoted separately if specified in NIT/Price Schedule.</p> <p>g) <b>Charges for Erection, Testing &amp; Commissioning at Site:</b> To be quoted separately if specified in NIT/Price Schedule.</p> <p>h) Training Charges: To be quoted separately if specified in NIT/Price Schedule.</p> <p>2.4 <b>GST rates</b> along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p> <p>Note :</p> <p>i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders.</p> <p>ii) Prices quoted by Indian bidders shall be in Indian Rupees only.</p> <p>iii) In case Supervision of Erection, Testing &amp; Commissioning (ETC) at Site or Testing &amp; Commissioning at Site or Erection, Testing &amp; Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms &amp; conditions of the NIT, if any.</p> <p>iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier.</p> <p>v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes &amp; Duties, charges. Levies, royalty etc. if any, excluding GST.</p>
3.	<p><b>TERMS OF PAYMENT :</b></p> <p><b>3.1 For Supply only in scope of the supplier</b></p> <p>100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.</li> </ul> <p><b>3.2 For Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing &amp; Commissioning at Site is in scope of the supplier</b></p>

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	<p>a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.</li> </ul> <p>b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· Certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing &amp; Commissioning at Site if it is in the scope of the supplier.</li> <li>· Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p><b>3.3 For Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier</b></p> <p>a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order</li> </ul> <p>b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· Certificate of successful completion of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management</li> <li>· Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p><b>3.4 For Type Test Charges</b></p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&amp;I is in scope of</p>

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	<p>supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.</p> <p>3.5 For Charges for Supervision of Erection, Testing &amp; Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing &amp; Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.7 For Training Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies).</p> <p>Note :</p> <ul style="list-style-type: none"> <li>i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT).</li> <li>ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable.</li> <li>iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable.</li> <li>iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.</li> <li>v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit</li> <li>vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified &amp; registered as Micro &amp; Small Enterprises based on documents mentioned in the NIT for MSME.</li> <li>vii) Supplier has to submit PBG (as per BHEL format) &amp; Guarantee Certificate as per PO terms.</li> <li>viii) In case any shortages and / or damages in supplies, an amount calculated</li> </ul>

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	<p>based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.</p> <p>ix) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier along with applicable Interest , penalty etc from any of his dues.</p> <p>x) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc, will be to vendors account.</p> <p>xi) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.</p>
4.	<p><b>INTEREST LIABILITY :</b></p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.</p>
5.	<p><b>GUARANTEE :</b></p> <p>The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications &amp; approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.</p> <p>Wherever Erection, Testing &amp; Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to suppliers / contractors account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase</p>

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	<p>Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p> <p>Note :</p> <p>i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors &amp; Fuses will not be under Guarantee after commissioning.</p> <p>ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</p> <p>iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</p>
6.	<p><b>LATENT DEFECT :</b></p> <p>Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.</p>
7.	<p><b>PERFORMANCE BANK GUARANTEE (PBG) :</b></p> <p>Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :-</p> <p><u>Option %A+</u></p> <p>A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months.</p> <p>Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore.</p> <p><u>Option %B+</u></p> <p>PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.</p> <p><u>Option %C+</u></p> <p>In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring %Bharat Heavy Electricals Limited+ and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier.</p> <p>Note :</p> <p>i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p> <p>ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.</p> <p>iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.</p>

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	<ul style="list-style-type: none"> <li>iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO.</li> <li>v) In case of non. submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor.</li> <li>vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.</li> <li>vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to <math>\pm 20\%</math>. Beyond this variation of <math>\pm 20\%</math>, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.</li> <li>viii) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.</li> </ul>
8.	<p><b>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</b></p> <p>Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier &amp; required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>
9.	<p><b>FINAL DOCUMENTATION :</b></p> <p>Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.</p>
10.	<p><b>INSPECTION :</b></p> <p>BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.</p> <p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection</p>

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	<p>reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>
11.	<p><b>DESPATCH DOCUMENTS :</b> Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> <li>• Copy of Invoice</li> <li>• Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers</li> <li>• Copy of Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters</li> <li>• Copy of Guarantee Certificate</li> </ul>
12.	<p><b>DELIVERY PERIOD :</b> Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note :  LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>
13.	<p><b>LIQUIDATED DAMAGES FOR DELAYED DELIVERY:</b> In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight &amp; insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight &amp; insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.  However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight &amp; insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value. (Incl taxes, duties, Freight &amp; Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.  Note : i) In case of any amendment / revision in PO /WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official &amp; the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official &amp; the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not</p>

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	later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	<p><b>VALIDITY OF OFFER :</b> The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.</p>
15.	<p><b>ACCEPTANCE / REJECTION OF TENDER :</b> BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid.</p> <p>BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.</p>
16.	<p><b>DEVIATION :</b> The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
17.	<p><b>TENDER EVALUATION :</b> Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes &amp; duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.</p> <p>In case all bidders are foreign &amp; Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight &amp; insurance are to be quoted separately &amp; the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later.</p> <p>In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.</p>
18.	<p><b>LOADING CRITERIA :</b> List of permissible deviations &amp; loading criteria thereof are as follows :-</p> <p>a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.</p> <p>b) Liquidated Damages (LD) for Delayed Delivery</p>

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	<p>Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p> <p>c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :-</p> <ul style="list-style-type: none"> <li>i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value.</li> <li>ii) Custom Duty (including CVD &amp; SAD) as per NIT prevailing on date of price bid opening.</li> <li>iii) Inland Freight &amp; Transit Insurance: @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms.</li> </ul> <p>Note : Additional deviations (if considered acceptable by BHEL) &amp; the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p>
19.	<p><b>ARBITRATION :</b></p> <p>In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi.</p> <p>Further there shall be no claim for any pre-reference or pendent-lite interest on the claims and any claim for such interest made shall be void.</p> <p>However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.</p>
20.	<p><b>LEGAL SETTLEMENT :</b></p> <p>Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.</p>
21.	<p><b>SUB-CONTRACTING :</b></p> <p>In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor.</p> <p>If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier / Contractor firm on account of cancellation of the Purchase Order / Contract.</p> <p>Decision of BHEL that legal representatives of deceased Supplier / Contractor or</p>

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	<p>surviving partners of the Supplier / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto.</p> <p>Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.</p>
22.	<p><b>RISK PURCHASE :</b>            In case the Supplier / Contractor fails to supply or fails to comply with terms &amp; conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or 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, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.</p> <p>Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.</p> <p>The Supplier / Contractor shall on no account be entitled to any gain on such risk &amp; cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p>
23.	<p><b>ADJUSTMENT OF RECOVERY :</b>            Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>
24.	<p><b>FORCE MAJEURE CONDITION :</b>            If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as <del>event</del> event), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or</p>

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	<p>ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>
25.	<p><b>MANUFACTURING QUALITY PLAN (MQP) :</b> Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>
26.	<p><b>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM :</b> BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>
27.	<p><b>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL :</b> Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>
28.	<p><b>ORDER OF PRECEDENCE :</b> The order of precedence shall be as follows :-</p> <ol style="list-style-type: none"> <li>Special Terms &amp; Conditions (STC) for Tender Enquiry / Contract, if any</li> <li>General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract &amp; Additional General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract for Erection Testing &amp; Commissioning (ETC) at Site, if applicable</li> </ol> <p>Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.</p>
29.	<p><b>PACKING :</b> Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards.</p> <p>Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&amp;M spares) are to be packed separately.</p> <p>Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :-</p> <ol style="list-style-type: none"> <li>Case / Packing size (as applicable).</li> <li>Gross weight and net weight of each package.</li> <li>Detailed contents of the package with quantity of each item separately.</li> </ol> <p>Project, Item / Package Description, BHEL's PO No. with date &amp; Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed &amp; should include respective Invoice No. &amp; LR No.</p> <p>Note :</p> <p>Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :-</p> <ol style="list-style-type: none"> <li>No. of Packages</li> <li>Size with Weight (Gross &amp; Net) of each Package</li> <li>No. of Containers with type &amp; size required for inland transportation</li> </ol>

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	iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
<b>30.</b>	<p><b>COLOUR CODING :</b> Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :- a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&amp;M spares : Green tag</p>
<b>31.</b>	<p><b>MICRO, SMALL &amp; MEDIUM ENTERPRISES (MSME) :</b> MSMED Act 2006 as amended from time to time &amp; extant regulations of Govt. of India for MSME will be applicable. Micro &amp; Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (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 (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small &amp; Medium Enterprises should also be furnished.</p>
<b>32.</b>	<p><b>BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS :</b> If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant %Guidelines for Suspension of Business Dealings with Suppliers/Contractors+. Abridged version of same is available at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on %Supplier Registration+Page.</p>
<b>33.</b>	<p><b>REVERSE AUCTION :</b> BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit %online sealed bid in the Reverse Auction. Non-submission of %online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. General Terms and Conditions of RA are available at Annexure. Business Rules for</p>

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	<p>RA shall be sent to the bidders before conducting RA.  Abridged Version of %Common Guidelines for Conducting Reverse Auction+may also be seen at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on %Supplier Registration+ Page &amp; %Tender Notifications+Page.</p>
34.	<p><b>INTEGRITY PACT :</b>  Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.</p>
35.	<p><b>TERMINATION OF CONTRACT :</b>  BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL.</p> <p>BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor's compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing &amp; Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
36.	<p><b>SHELF LIFE :</b>  Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>
37.	<p><b>LIMITATION OF LIABILITY :</b>  Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <p>a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and</p> <p>b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p>
38.	<p><b>SHORTAGES / DAMAGES :</b></p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site or Supply where Testing &amp; Commissioning at Site is in scope of the supplier :</p> <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier.</p> <p>b) Against Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier :</p>

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	<p>Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule.</p> <p>Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>
<b>39.</b>	<p><b>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</b>  BHEL shall have the right to variation in quantities of items within <math>\pm 30\%</math> of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on %lumpsum+basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.</p>
<b>40.</b>	<p><b>STATUTORY VARIATION :</b>  GST rates prevailing at the time of dispatch of goods / completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices / Charges quoted by bidders and no variations shall be payable in respect thereof. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL.</p> <p>Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion.</p> <p>If new tax is introduced by Central/ State Govt / Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.</p> <p>However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.</p>
<b>41.</b>	<p><b>MODE OF PAYMENT :</b>  Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
<b>42.</b>	<p><b>CONFIDENTIALITY :</b>  Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings &amp; documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.</p>
<b>43.</b>	<p><b>INDEMNIFICATION :</b>  The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and</p>

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	expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
<b>44.</b>	<p><b>TITLE OF GOODS :</b></p> <p>a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL.</p> <p>b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL.</p> <p>c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.</p>
<b>45.</b>	<p><b>COMPLIANCE OF STATUTORY REQUIREMENTS :</b></p> <p>The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof.</p> <p>The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.</p>
<b>46.</b>	<p><b>ACCEPTANCE OF ORDER :</b></p> <p>Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order.</p> <p>In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms &amp; conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.</p>
<b>47.</b>	<p><b>FRAUD PREVENTION POLICY :</b></p> <p>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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>

Signature of Bidder (Authorized Signatory) with Date & Seal

**Certificate by Chartered Accountant on letter head**

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

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs

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

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

Or

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

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant

**Annexure for List of Banks ( 32 Nos.)**

Sr. No.	Name of Bank
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India
19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## 1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

## 3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

*"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."*

## 6.0 Business rules for RA

Model Annexure-I is attached.

## 7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form signed by all the participating bidders before RA event.

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

## 10.0 Reverse Auction Process

10.1 Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

10.2 During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

## 11.0 Processing of case after RA

11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.

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### 13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

#### 1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

**2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on *{date}*: *{start time}*: *{Close Time}*: *}*.

**3. Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...}

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minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}  
  
In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids

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made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer.

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During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory

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signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {*Service provider*}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen

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contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.

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## CERTIFICATE OF CONFORMANCE

Ref:-

DTD:

Name & Address of Supplier:

Project : 1 x 660 MW, Phase-III ext, Unit-5 at Sagrdighi

Package: 400kV Switchyard

PO No.:

SI no	Description of Item / Equipment	Make	Approved Drg No./Specification	Qty offered	Qty Accepted	PO SI No.	Identification mark
1							
2							

It is hereby confirmed that the above component / item / equipment was/were manufactured & tested in accordance with approved drawings / datasheets / specification as referred above & was found acceptable. In the event of any manufacturing defects encountered at any later stage we will make it good /replace without any additional cost implication to BHEL. For spare/replacement items - we confirm that above items will be 100% interchangeable with respect to the original item.

Supplier Signature along with Stamp

## TECHNICAL PRE-QUALIFICATION REQUIREMENT

Name of Project : 1 X 600 MW UNIT-5, PHASE-III, SAGARDIGHI  
Name of Customer : WBDCL  
Name of Item : ILLUMINATION SYSTEM

### TECHNICAL PRE QUALIFICATION REQUIREMENT

The bidder should have experience of design, supply and erection of Illumination System for at least two (2) projects of state electricity boards/ central utilities/ state or central transmission utilities/ industrial installations.

### SUPPORTING DOCUMENTS TO BE ATTACHED

SL NO	Required Criteria	Supporting Documents to be submitted by bidder along with technical bid
1	Proof of Design	Approved design documents and drawings of indoor & outdoor areas, duly approved by customer/ consultant.
2	Proof of Supply	Purchase Order/material receipt certificate/ dispatch note documents/LR/invoice .
3	Proof of Erection	Handing over report/ completion certificate/ other document indicating execution of erection work.

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29/09/22  
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