ANNEXURE - |

Instruction to bidders and terms & conditions for supply of Cold Rolled Grain Oriented (CRGO) steel laminations on finished and stacked basis under enquiry (E1453042) for BHEL Bhopal Unit (India) – 1343789.85 kgs.

Offers through NIC's e-procurement portal https://eprocurebhel.co.in/nicgep/app are invited in Two-Part Bid system for purchase of 23HP85d or equivalent grade CRGO laminations as per terms and conditions below.

General: Enquiry will be governed by below mentioned technical and commercial terms for supply of Cold Rolled Grain Oriented (CRGO) Laminations in grade 23HP85d as per IS 3024:2015 for requirement of BHEL Bhopal. The supplies against this enquiry shall be subject to our general Terms and conditions (GTC-BP200102B) of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this annexure, the later shall prevail.

- 1. Technical terms and condition detailed herein and BIS grade 23HP85d as per IS 3024:2015 or equivalent or superior mentioned under scope of contract will govern supply of CRGO Laminations. Requirement is for Powergrid Corporation (PGCIL) jobs for 765 kV class transformers and acceptance criteria will be as per PGCIL norms.
- 2. Quantity & bid evaluation: Tentative requirement is as under:

(all quantities in kg)

It. No	Item description	Per set qty. in kg	Total no. of sets	Total qty. in kg	Delivery at BHEL Bhopal				
	CDCO la minationa in avada				1 set	102345 kg	Dec-25		
	CRGO laminations in grade 23HP85d equivalent or superior in	102345	13		3 sets	307035 kg	Jan-26		
1				1330485	3 sets	307035 kg	Feb-26		
	terms of losses as per core computer drg no. 34987000210				3 sets	307035 kg	Mar-26		
	computer dry no. 34967000210				3 sets	307035 kg	Apr-26		
	Total		13	1330485	13 sets				

Over all & per set quantities are subject to variation of +1% / -0%. Bidders can also quote superior grade material (in terms of core losses) however, acceptance / rejection of the same shall be in purview of BHEL and as per PGCIL norms.

3. Quantity distribution: Quantity is for 13 sets of CRGO laminations for 13 nos of transformers. Quantity shall be distributed in the ratio detailed below:

Item no.	Number of qualified suppliers = n	Distributio	n ratio
1	3 or more	L1	L2
1	3 of more	9 sets / 921105 kgs	4 sets / 409380 kgs

Counter Offer: Final accepted rate of L1 shall be counter offered to L2 bidder and beyond as per relative status in tender. On non-acceptance of counter offer by any of the L2 bidders and beyond, counter offer of final L1 rate shall be given to next bidder in sequence of their ranking. Based on the acceptance of counter offer by any two bidders in order of their ranking, quantity shall be distributed in the ratio mentioned above of the total tender quantity. In case, no bidders accept the counter offer, 100% of the quantity for that item shall be awarded to L1 vendor.

In case of only two qualified bidders, distribution of quantity between L1 and L2, if required, will be at discretion of BHEL.

Raw material sources: CRGO laminations are to be made from CRGO steel (mother coil) grade (23HP85d or equivalent or superior in terms of core losses, acceptance of the same shall be in purview of BHEL and as per PGCIL norms). For subject requirement, lamination processor and raw material – CRGO coils supplying mills, both, must be approved by PGCIL for their 765 kV class jobs.

- 4. PQR (pre-qualifying requirement) conditions:
 - As per attached PQR points along with NIT- E1453042 (Annexure-II).

Important note:

- All circulars issued by Government of India affecting any of the above conditions directly / indirectly shall supersede the above-mentioned conditions.
- Vendors to fill the Annexure- III with duly signed and stamped along with Bid submission.
- All the Annexures I, II, III, IV & V to be duly signed and stamped and submit along with part I bid.
- 5. Supply conditions: Delivery requirement shall be preferably be within 60 days from Purchase order (PO) OR contractual delivery, whichever is later from date of award of formal PO. Expected shipment dates beyond contractual delivery may change subject to mutual consent. Tentative requirement of materials against this enquiry for BHEL- Bhopal shall be from December 2025 till April 2026.

NIT (Notice Inviting tender) for E1453042 - CRGO laminations on finished and stacked basis

Laminations are to be cut on CNC cropping line only. CRGO laminations are to be made as per BHEL drawing provided for each purchase order. Number of sheets specified per stack per width should be ensured. Stack height is very important and to be maintained, weight may vary slightly. Clarification should be immediately taken from BHEL Bhopal, if stack height is not achieved. Tolerance of + 1% in total weight per PO will be permissible to achieve required stack height and completeness of laminations. If total weight of laminations required exceeds PO quantity with permissible tolerance, prior approval shall be obtained from Transformer Engineering. All the limbs, Centre leg, side leg, yoke and fishes shall be supplied duly stacked in ready to build to core condition. Clarification, if any, to be taken from TRM/ TRE, BHEL Bhopal.

6. Inspection and Test certificates: -

- I. Supplier shall submit Mill TC of raw material CRGO coils along with commercial documents required by PGCIL / BHEL (Bill of lading, Bill of entry, commercial invoice and packing list etc.) evidencing purchase of genuine CRGO coils for BHEL's lamination job for each purchase order. Mill TC shall be submitted before processing the job for approval / inspection from BHEL QC / PGCIL to avoid any quality complaints in future.
- II. BHEL Quality/ PGCIL /TPIA will review TC or inspect coil at vendor works and accord clearance for processing laminations within 10 days (considering inspection duration and testing of samples at BHEL TSD lab / competent accredited testing lab as per ISO 17025. Certificate shall contain accreditation & Accreditation Symbol) of submission of complete mill TC, clarifications and other documents if required any. Mill TC shall be as per IS 3024: 2015. No delivery extension request will be considered in case of delay by supplier in submission of complete documents and clarifications. BHEL will not be responsible for LD penalty due to delay in submission of mill TC or clarifications by vendor.
- III. Test certificates should cover result of tests for mechanical and electrical properties as per specification / IS 3024:2015 for each coil No/ Heat No.
- IV. Dimensions and tolerances shall be as per IS 3024:2015 and a clause confirming same shall be mentioned clearly in mill TC submitted.
- V. Inspection is to be done before (of prime CRGO coils) and after processing (of finished laminations) by PGCIL and BHEL, Quality or any one agency. Supplier shall give inspection call at least 10 days in advance for both.
- VI. Raw material testing as per PGCIL approved Quality Plan and shall be carried out by vendor at NABL accredited lab. BHEL will facilitate testing of samples at BHEL TSD lab if requested by vendor without any additional charges. Inspection both RM and final shall be as per PGCIL's applicable QA plan.
- VII. Magnetic properties including Maximum specific total loss and magnetic permeability measurement will be done by Single Sheet method (for domain refined grade) as per IS 3024:2015 & acceptance norm as elaborated in IS 3024:2015. For RM stage and final stage inspection as mentioned in concerned Quality Plan, Samples of shall be selected by BHEL/Customer and testing (in the scope of supplier) shall be done in BHEL TSD lab / laboratory having valid accreditation from MRA signatories of ILAC/APLAC against ISO 17025. For final acceptance at BHEL, results obtained at BHEL lab will be final and binding for acceptance of material.
- VIII. TC of CRGO coils shall clearly bear BIS mark with license number of the supplying mill.
- 7. Tests and procedure: Test certificate shall clearly indicate following information:
 - I. Supplier's name, Grade, Identification no., Size and weight, Packet/ Bundle no.
 - II. Test results of dimensions and tolerances
 - III. Details of insulation coating
 - IV. Type test as required
 - V. Properties of Specific total loss, magnetic polarization, surface insulation resistance, ductility/ bend test and Stacking factor of each coil. CRGO sampling shall be as per QAP. Separate declaration from Mill for properties not mentioned in TC may also be accepted.
 - VI. Results of chemical composition (for information only, if required). Supplier shall enclose one copy of test certificate as per above along with dispatch documents to facilitate clearance/ acceptance of finished laminations. After making core with supplied laminations the core losses shall be measured at BHEL Bhopal in presence of M/s PGCIL.
 - VII. It will be reviewed with respect to the Test certificates of raw material / lamination provided by Supplier. Supplier shall be responsible for higher losses if any. In case of higher losses, BHEL reserves the right to reject full lot.
 - VIII. Test certificate of CRGO cut laminations should indicate traceability record of CRGO coil, slitting & length dimension, Burr level, Bow level, Edge camber and waviness.
 - IX. Testing of RM and cut lamination should be as per IS 649/ IS 3024
- 8. <u>Bid opening</u>: The 'Techno-commercial' part of the bid i.e. Bid Part I of the offers shall be opened on the due date of tender opening **on e-procurement portal**. Clarifications if required on this part may be obtained from the bidders for their evaluation. The Price bid Part-II of such bidders alone shall be opened on a later date **on e-procurement portal** whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated to technically qualified bidders later.
- 9. Price finalization shall be done through price bid opening and NOT through reverse auction.
- 10. Delivery period: Delivery period shall be quoted in number of Days from PO date or as per agreed commercial conditions. BHEL prefers delivery to be within 60 days from date of PO for the first set and additional 30 days for delivery of subsequent sets i.e., 90 days for 2nd set, 120 days for 3rd set and so on. Early deliveries will be acceptable. Supply requirement against this enquiry for BHEL- BHOPAL shall be from December 2025 till April 2026.

NIT (Notice Inviting tender) for E1453042 - CRGO laminations on finished and stacked basis

- 11. Terms of delivery: F.O.R. destination on door delivery basis (BHEL Bhopal).
- 12. Levy of Penalty for delayed performance: Penalty shall be applicable as per GTC BP200102B clause 9. Penalty shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery. Total undelivered order value shall be item wise, lot wise order value of PO. Non-acceptance of LD penalty clause will attract loading, maximum of 10% of the total order value. On LD recovery, the applicable GST shall also be recoverable from vendors. Receipt of material at BHEL (CN date i.e., material entry date in BHEL) will be taken as proof of delivery for bidders
- 13. Replacement of rejected goods: Final inspection for acceptance of material shall be at BHEL's works after testing in presence of BHEL as well as PGCIL representative during core building stage and results shall be binding on the suppliers. Rejected goods are to be lifted and replacements to be supplied free of cost by the vendor. Time frame for replacement of rejected goods will be as per production schedule to be mutually agreed.
- 14. Payment Terms: Payment shall be made within 90 days against receipt and acceptance of material without overdue interest OR within 45 and 60 days against receipt and acceptance of material for Micro/Small and medium enterprises, respectively as per the MSMED act, whichever is applicable to the supplier with no bank charges. Udyog Aadhar / Udyam registration is to be submitted with bid part I by the bidders and is mandatory to avail SME benefit. Benefit of Udyam registration will be governed as per notification s. o 2 11 9 (E) dtd 26.06.20 of Ministry of micro, small and medium enterprise.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). MSME vendors may register on (1) RXIL- Receivables Exchange of India Ltd (2) Invoice mart- M/s A.TREDS Ltd (3) M1xchnage-M/s Mynd Solutions Pvt Ltd (4) DTX-M/s KredX Platform Pvt Ltd authorized by RBI for TReDS and approved by BHEL. No overdue interest shall be payable by BHEL. Bidder must attach UDYAM certificate along with bid to confirm their category.

However, in case of any deviation from above payment terms, offer may not be considered. if the same is accepted by BHEL it will be commercially loaded at the rate of **RBI repo-rate + 4**% for period short mentioned above. No benefit will be provided for extended period of payment terms beyond 90 days

Bidders intending to avail MSME benefit shall have to submit annexures – IV duly filled with sign and seal on their letter head along with other statutory documents. MSME benefit shall be as per prevalent statutory guidelines only.

- 15. Transit Insurance: All type of risks to be covered in Insurance policy and in supplier scope only.
- **16.** <u>Validity of Offer</u>: Offer should be valid for a period of 90 days from the date of technical bid opening date for finalization of the contract. In case, validity lesser than 90 days is provided, bids shall be liable for rejection.

17. Taxes & Duties: -

- The bidders are requested to furnish the rate and type of taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, applicable tax rate, GSTIN no. of vendor etc).
- Indian Bidders-Bidders to ensure timely remittance of SGST, CGST, IGST as applicable-
- Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

BHEL will avail tax credit as per GST rules. Vendors to note that GST portion of invoice amount shall be released only upon:

- Vendor declaring such invoice in his GSTR 1 and
- Receipt of goods and tax invoice by the BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal
- Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL. Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

18. Integrity Pact:

- a) The integrity pact submitted along with the current rate contract will be considered valid for the duration of contract.
- b) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.
- c) In case of any complaint arising out of the tendering process, the matter may be referred to any of the below e-mail IDs: iem1@bhel.in; iem2@bhel.in; iem3@bhel.in. As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs.
- d) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with technocommercial bid (Part-I, in case of two / three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Note: No routine correspondence shall be addressed to the above email ids regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below at sl.no. 27.

- 19. <u>Short closure:</u> BHEL reserves right to short close the contract for quantities anytime during the tenure of the contract.
- 20. Fraud prevention policy: Fraud prevention Policy of BHEL is to be complied with (attached).
- 21. Model conciliation: Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure D.
- 22. Declaration (annexure E) by vendor about the participation of sister concerns in tender enquiry.
- 23. Prevention of conflict of Interest among bidders/agent: Treatment of cases regarding conflict of interest:

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

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

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Annexure – V to be duly filled with seal and sign. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

- **24. Corrigendum** / **addendum:** Any corrigendum/addendum related to this tender shall be updated on NIC portal https://eprocurebhel.co.in/nicgep/app. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.
- 25. Bidders are advised to read the latest Government circular /OM / Notices etc. issued by Government of India & BHEL (wherever applicable to BHEL, shall be followed). BHEL's General terms and conditions of enquiry (attached). Latest Order (Public

NIT (Notice Inviting tender) for E1453042 – CRGO laminations on finished and stacked basis

procurement no 4 dtd. 23.02.2023) subject: Restrictions under Rule144 (xi) of General Financial Rules (GFRs), 2017 shall be applicable along with subsequent orders issued by Government of India (Ministry of Finance).

26. Compliance to MAKE IN INDIA circular issued by Gol:

"For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier, is a defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT"

To avail purchase preference under Make in India guidelines, vendor should be categorized as Class 1 supplier. For a vendor to be classified as Class 1 supplier, bidder & their mill from which support letter has been furnished shall have to submit annexure – III with seal and sign duly ratified / verified by statutory auditor or cost auditor of the company (in case of companies) or from a practicing-chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Certificate of statutory auditor or cost auditor should clearly refer to *Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 in content and issued in current financial year (issued after 01-Apr-2025).*

MII benefits shall be as per prevalent statutory guidelines only.

27. BHEL shall not be releasing any additional document other than formal PO in case contract is finalized with a bidder. For any queries, please contact the undersigned:

Name:	Dharmendra Singh	Madhurendra Manderwal	Vineet Suman
Designation:	AGM	DGM	Sr. Manager
Department:	CMM – Steel, Copper & FE	CMM – FE & Steel	CMM - Steel
Contact details:	+91 755 – 250 3360	+91 755 – 250 5210	+91 755 – 250 5805
Email:	dharmendra2000@bhel.in	madhurendra@bhel.in	vineetsuman@bhel.in

Annexure - II

PQR (Pre-Qualifying requirement) conditions of tender no - E1453042.

Sr. No	Parameters	Vendors compliance (Yes/No)
1.	Suppliers of CRGO steel lamination (slitting & cutting) must be approved by M/s Power Grid (Component Manufacturers of Power Transformer/Reactor up to 765 kV Class) on tender bid part-1 opening date.	
	Any change in M/s PGCIL status shall be immediately informed to BHEL. Vendors must be approved by M/s PGCIL and if validity extension is pending with PGCIL, same shall be considered for further processing.	
2.	Certificate of conformity: Lamination processor to submit valid certificate of conformity of BIS as on bid part – 1 opening date as per latest quality control order issued by Government of India. If validity extension is pending with BIS, same shall be considered for further processing.	

(Seal & sign of the bidder)

Annexure - II (E1453042)

Other salient parameters for compliance in tender E1453042:

Sr. No	Conditions	Vendors compliance/acceptance (Yes/No)
1	Confirmation about UOM (Unit of Measurement) & currency in which you have quoted i.e. INR / kg OR INR / MT.	(Yes / No)
2	Acceptance to supplies as per technical requirement as per sl.no. 1 of annexure - I & drawing 34987000210.	(Yes / No)
3	Confirmation that whole tendered quantity has been offered.	(Yes / No)
4	Quoted delivery period. Material requirement shall from December 2025 till April 2026 (desired delivery requirement is within 60 days from date of PO for the first set, additional 30 days for delivery of subsequent sets i.e., 90 days for 2 nd set, 120 days for 3 rd set and so on).	(Delivery period to be quoted in no. of days)
5	Acceptance of penalty clause as per sl.no. 12 of annexure – I	(Yes / No)
6	Acceptance to clause 3 (Raw material sources) of annexure wherein bidder and their mill – both are approved by PGCIL for their 765 kV class jobs.	(Yes / No)
7	Acceptance to bid evaluation criteria as per clause 2 of annexure - I	(Yes / No)
8	Acceptance to quantity distribution clause 3 of annexure - I	(Yes / No)
9	Acceptance to general terms and conditions as per GTC BP201002B.	(Yes / No)
10	Acceptance to fraud prevention Policy.	(Yes / No)
11	Acceptance of inspection clause: Inspection to be carried out as per applicable QA plan of PGCIL.	(Yes / No)
12	Acceptance of standard payment term tender.	(Yes / No)
13	Declaration as per annexure – V submitted regarding conflict of interest clause.	(Yes / No)
14	Acceptance to all other additional terms and conditions of NIT as per annexure - I	(Yes / No)
15	Acceptance to Integrity Pact clauses. Integrity Pact duly signed & filled to be submitted with the offer.	(Yes / No)
16	Confirmation that only one grade & type of CRGO steel to be used for manufacturing of one set	(Yes / No)
17	Acceptance that BIS grade CRGO coils shall be sourced from mills holding valid BIS license and from only those approved by PGCIL for their 765 kV class jobs.	(Yes / No)
18	Acceptance to Make In India and submission of Make in India certificate as per annexure III endorsed by Statutory auditor/ Cost auditor or practicing CA as per clause 26 of Annexure-I	(Yes / No)

(Seal & sign of the bidder)

Annexure - III

MAKE IN INDIA format (to be filled by OeMs of the participating bidders)

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

MATERIAL MANAGEMENT - STEEL DIVISION

For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

As per the Provisions of this order, please submit a self-certification complying with the conditions below on company letterhead duly signed by competent authority. ____, hereby declare on behalf of M/s. that we are participating in floated by BHEL, Bhopal (MP), India and shall comply with following: Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. (a) A supplier will be treated as "Class-I Local Suppliers", if the items quoted by bidder have local content equal to or more than 50%. (b) 'Local Content' means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. 2. I hereby declare that our firm qualifies as "Class-I Local Suppliers". a. The Local Content in the items quoted under this Enquiry is **b.** Details of location(s) in India where this value addition shall be done, is/are as follows: (b) _____ (c)

(Seal & Sign)

For M/s. _____

(_____)

Annexure IV

DECLARATION

(to be given by Bidder)

In pursuant to the Public Procurement Policy for MSEs Order, 2012, I/We declare(s) that My/Our firm is(are) falling under the following MSE category and I/we are submitting documentary evidence/ Govt. Certificate etc. along with UDYAM certificate in support of the same along with the techno-commercial offer.

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

(√ Tick whichever is applicable)

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

Signature of Authorized Signatory
Name:
Designation:
Stamp / Seal of Firm

NIT (Notice Inviting tender) for E1453042 – CRGO laminations on finished and stacked basis

Annexure V

DECLARATION

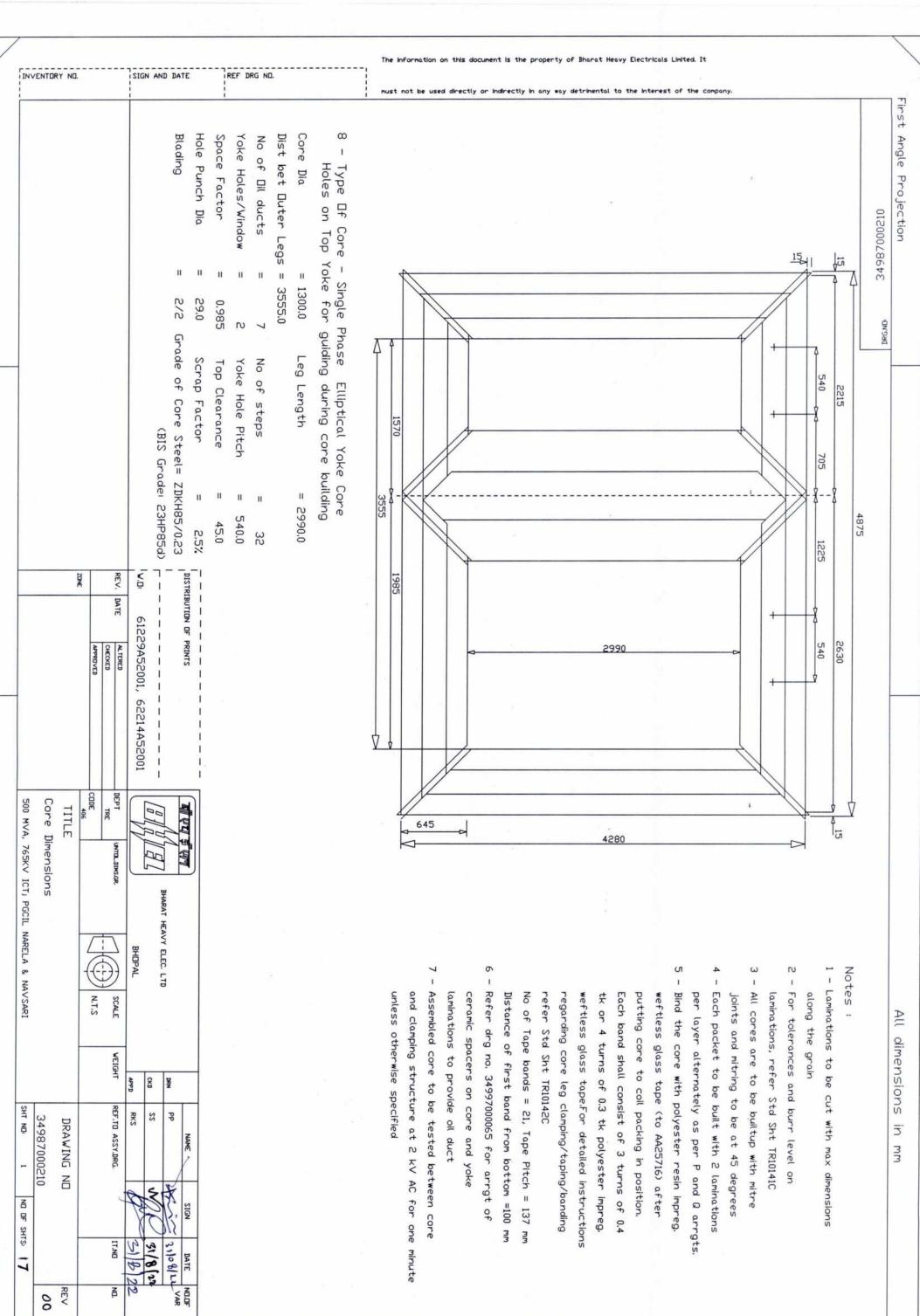
(to be given by Bidder)

Conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

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

I/We declares that I/We have read and understood the above aspects, and confirms that such conflict of interest does not exist and undertakes that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, I am /We are, found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature of Authorized Signatory Name: Designation: Stamp / Seal of Firm



17

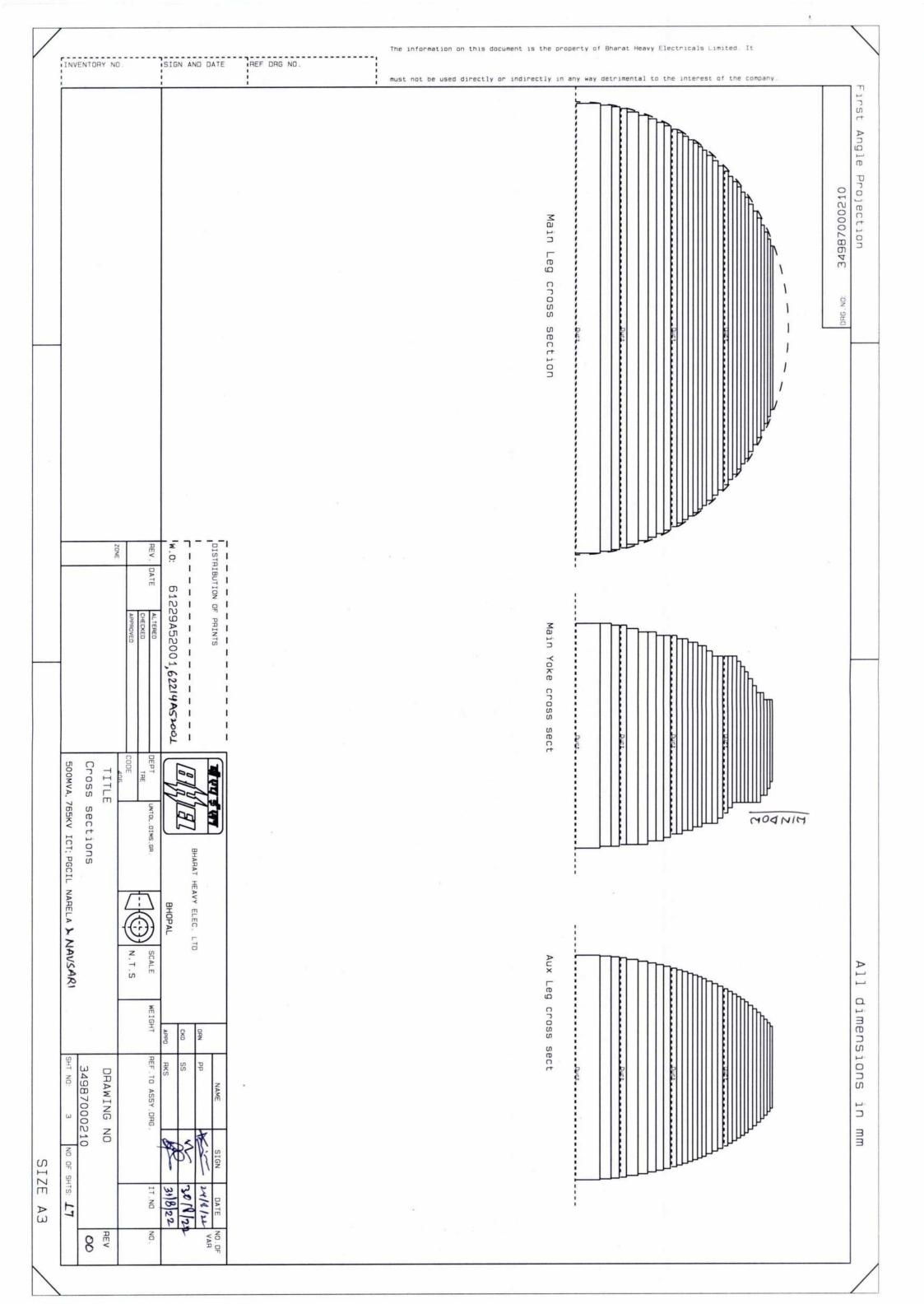
REV 00

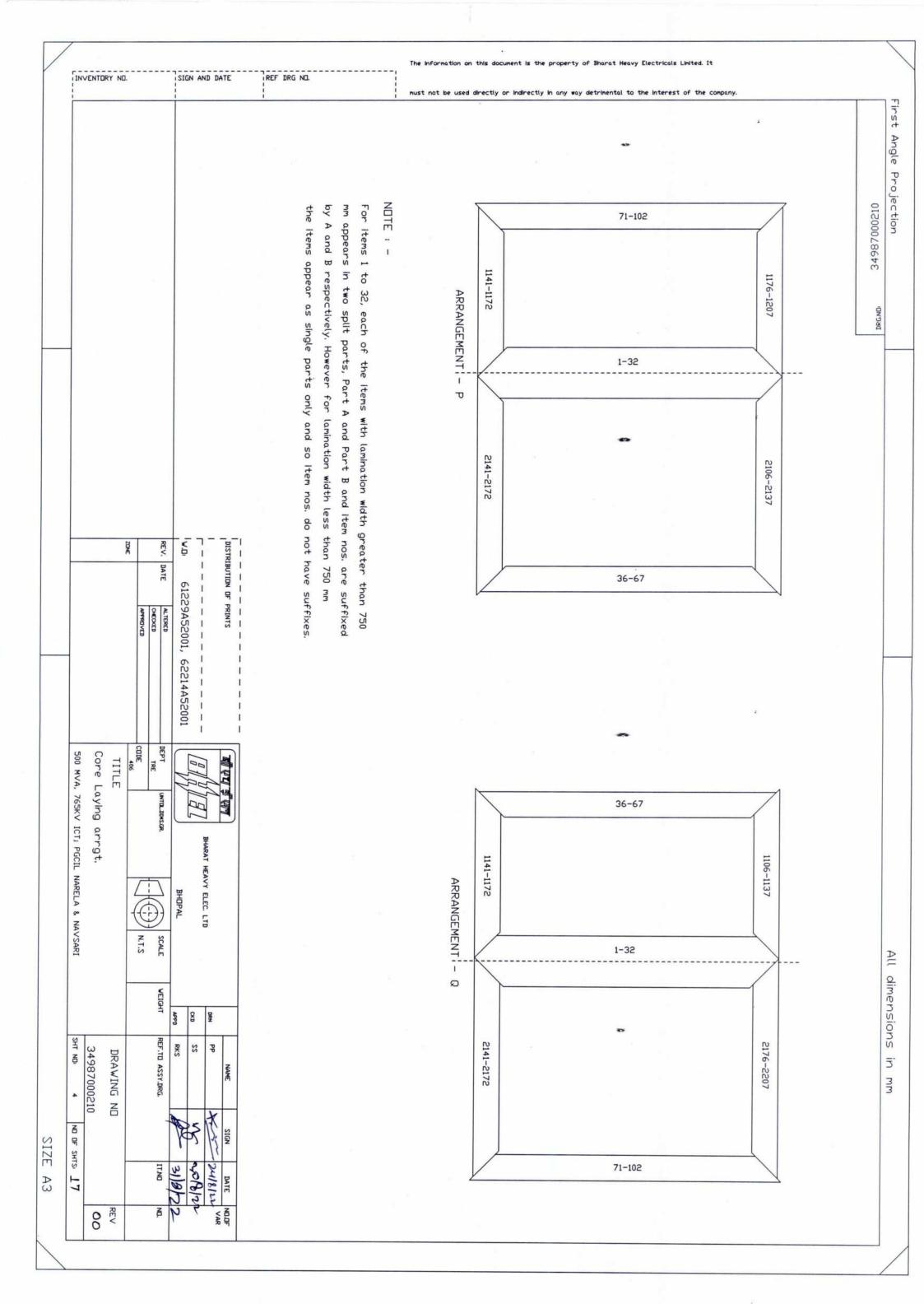
3/8/22 31/8/22

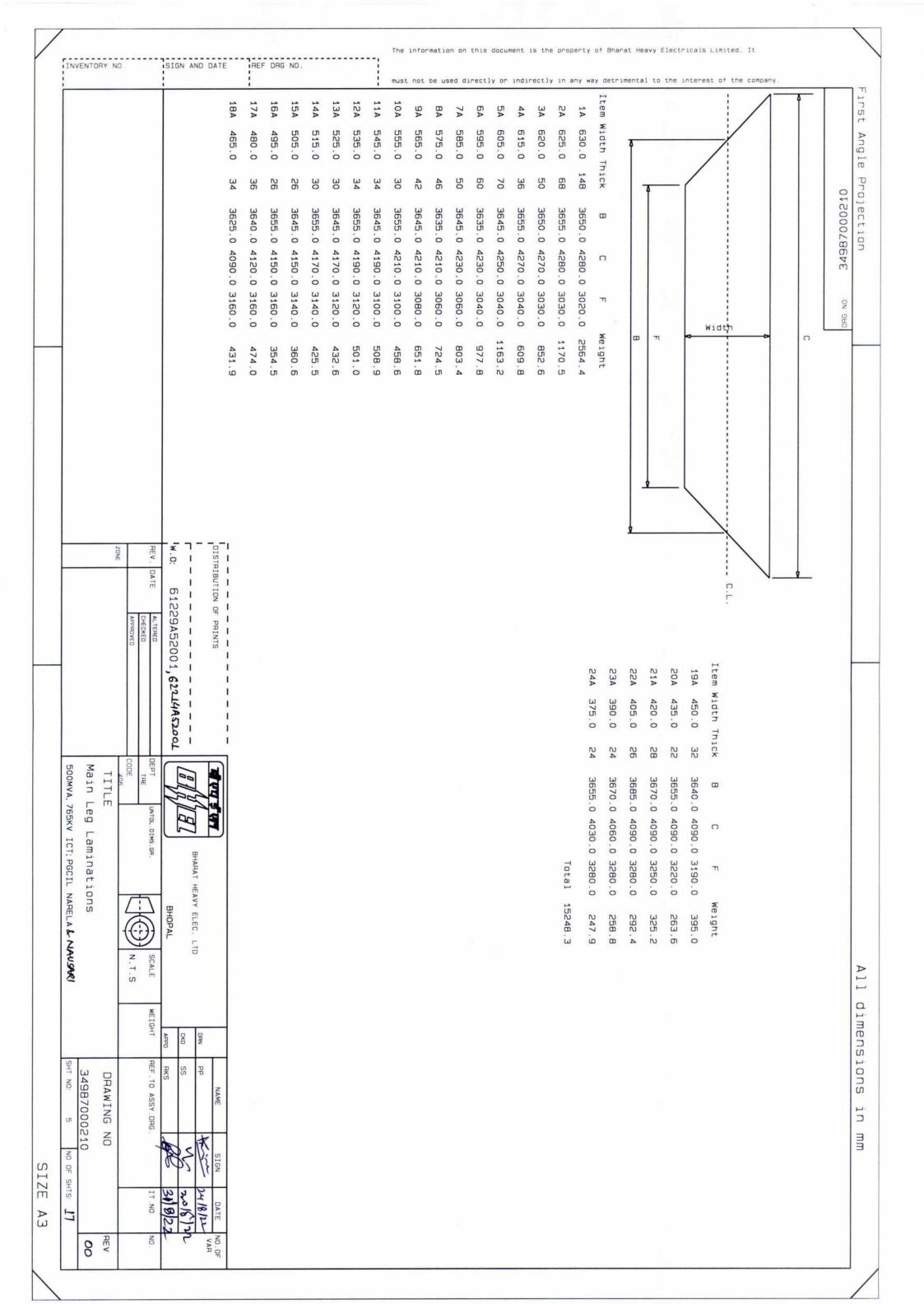
NO.

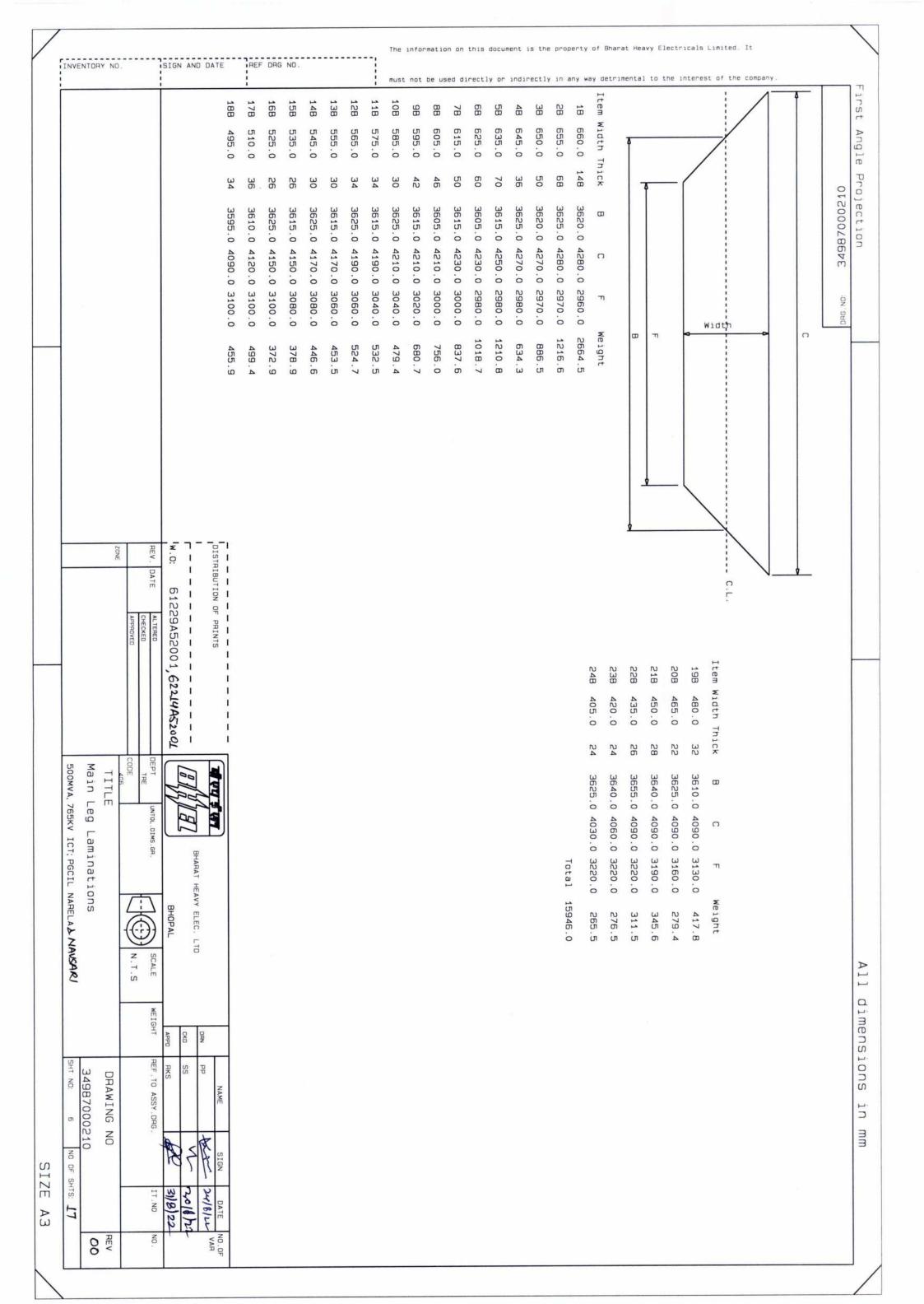
	SIGN AND DATE	REF DRG NO.		mus	st not	be L	ised d	irectly	or in	direct	ly in	any	way de	trime	ental	to th	he in	teres	st of	the c		у.		ı
			18	17	16	15	14	13	11	10	9	89	7	o	បា	4	ω	N	14		NO. PKT			
			17	18	13	13	15	15	17	15	21	23	25	30	35	18	25	34	74		PKT-THK D			
			4	4	4	ω	ω	ωυ	ω	4	N	Ŋ	N	Ŋ		4	1	1	N		DUCT PK			210
			435.0	418.0	400.0	387.0	0	359.0	.0	310.0	291.0	270.0			0	157.0	35.0	110.0	76.0 1		PKT.HT L			9870002
			960.0	990.0	1020.0	1040.0	1060.0	1080.0	120.	1140.0	1160.0	1180.0	1200.0			1260.0	1270.0	1280.0	1290.0		LEGLAM			3498
			480.0	495.0	510.0	520.0	530.0	540.0	560.0	570.0	580.0	590.0	600.0		4	630.0	635.0	640.0	645.0		YOKLAM			DRG NO:
			480.0	495.0	510.0	520.0	530.0	540.0	560.0	570.0	580.0	590.0	600.0	610.0	620.0		635.0	640.0	645.0		ALEGLAM			
								920																
ZONE	W.O:																							
DATE	BUTION 0																							
ALTERED CHECKED APPROVED	DISTRIBUTION OF PRINTS																							
							Cross	75	31	30	29	28	27	26	25	24	23	22	21	20	19	NO.		
				AUX L	Main	nrew				10	10	12	12	14	11	12	12	13	14	11	16	PKT-THK		
	52002			Leg	Yake	Leg	section	,	Ф	0	0	Ю	IU	4		10	10	ω	4	4		DUCT		
CODE TITLE	12 to 10 to						Area-	00.0	595.0	586.0	576.0	566.0	554.0	542.0	528.0	517.0	505.0	493.0	480.0	466.0	451.0	PKT.HT		
TITLE Core Laminations	IBI SM			6228.0	6228.0	12453.2	Gross			550.0	590.0	630.0	670.0				810.0	840.0	870.0	900.0	930.0	LEGLAM		
Laminations	ВНАРА			0	0	þ	Gross, sq.cm																*	
S AARFI A	BHARAT HEAVY ELEC. LTD									275.0	295.0	315.0					405.0	420.0	435.0	450.0	465.0	YOKLAM AL		
	P ELEC: LTC			613	613	12266.4	Net, sq.cm		255.0	275.0	295.0	315.0	335.0	355.0	375.0	390.0	405.0	420.0	435.0	450.0	465.0	ALEGLAM		
SCALE N.T.S				6134.6	6134.6	5,4	. cm																	
WEIGHT																								
	DAN CKD								Jt.															
DRAWING N 349870002	PP NAME																							
DRAWING NO 34987000210	iñ.																							
210 210	SIGN SIGN																							
TI.	m 3 5																							
1 6	DATE 1/08/12																							

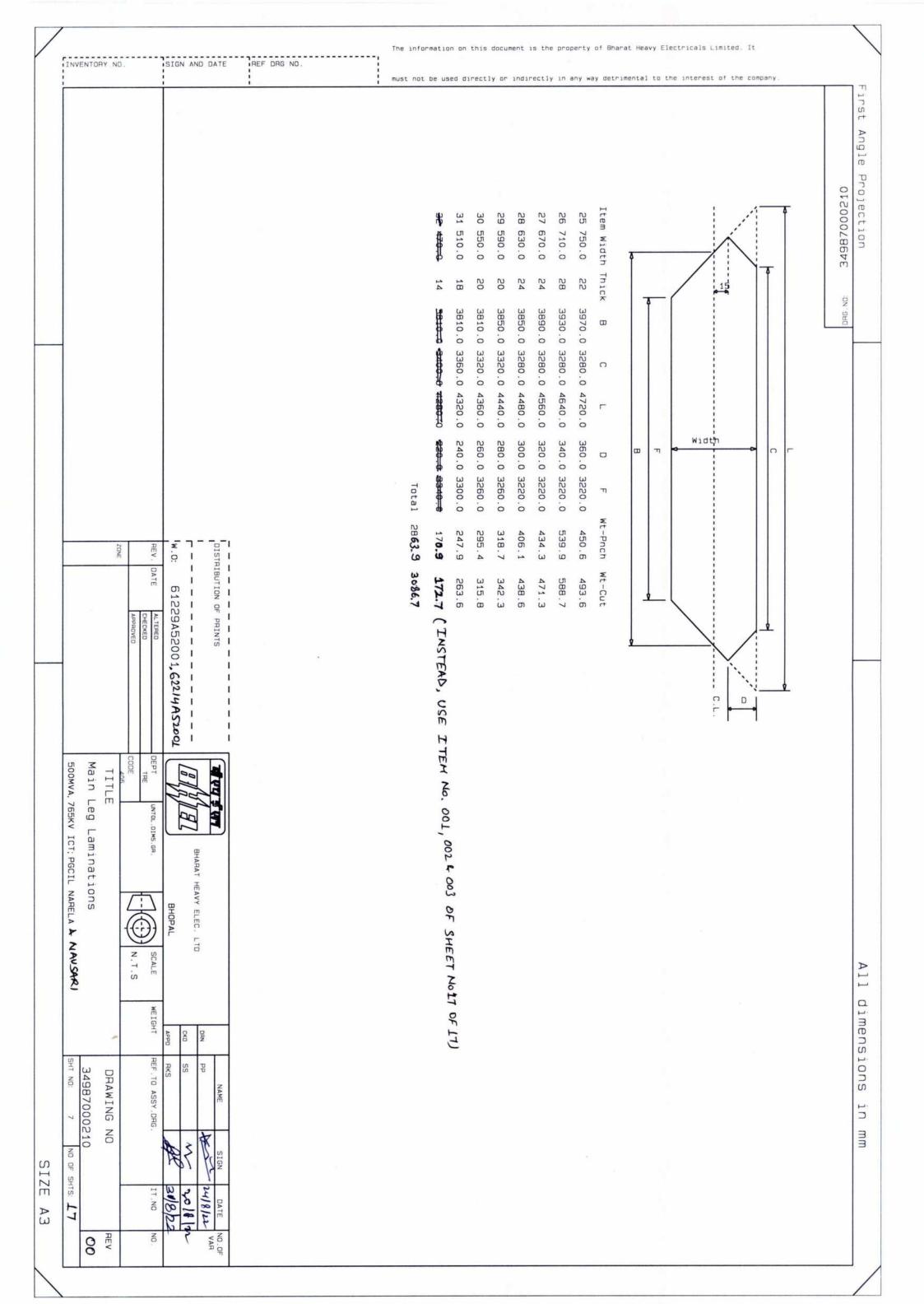
ш

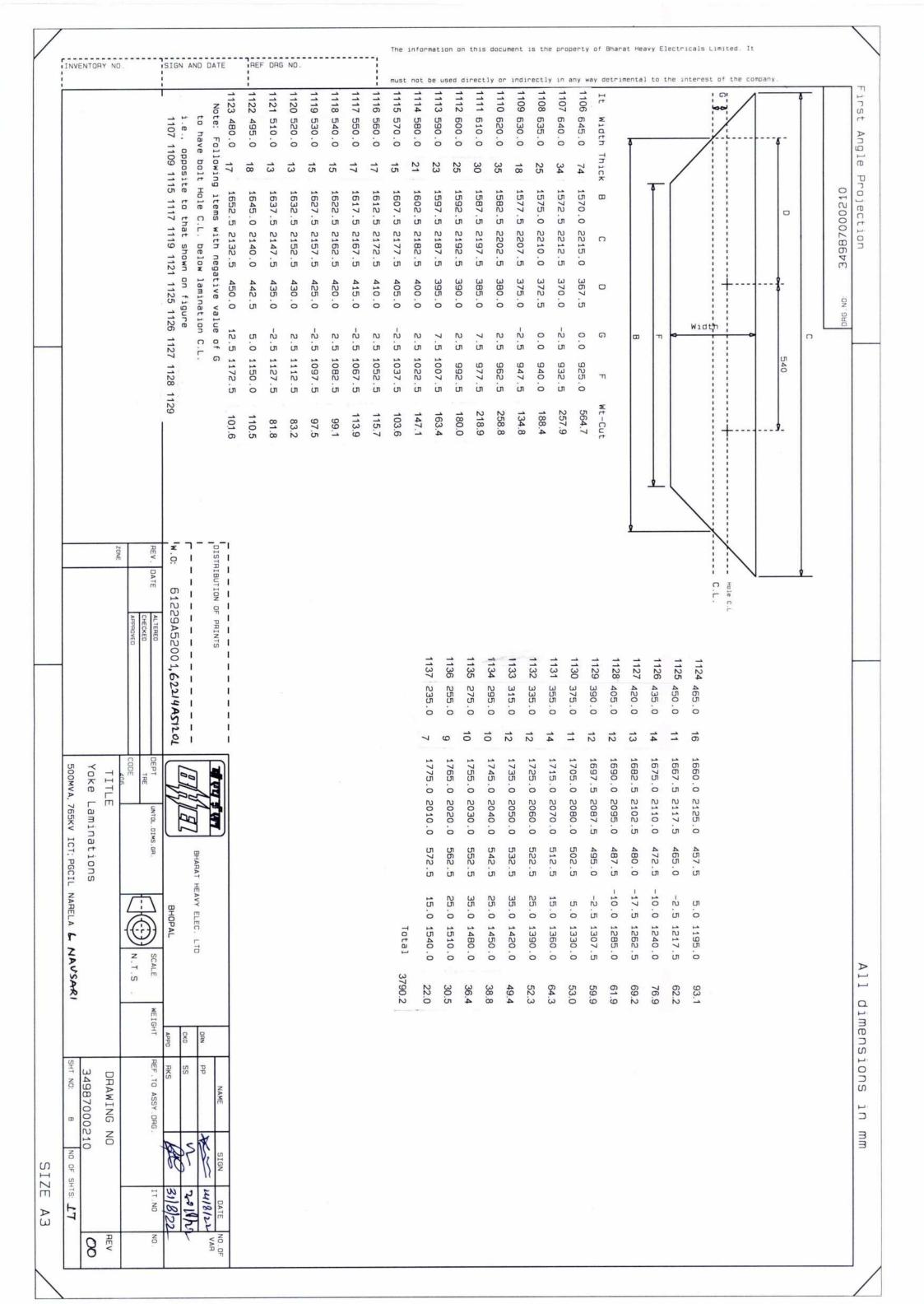


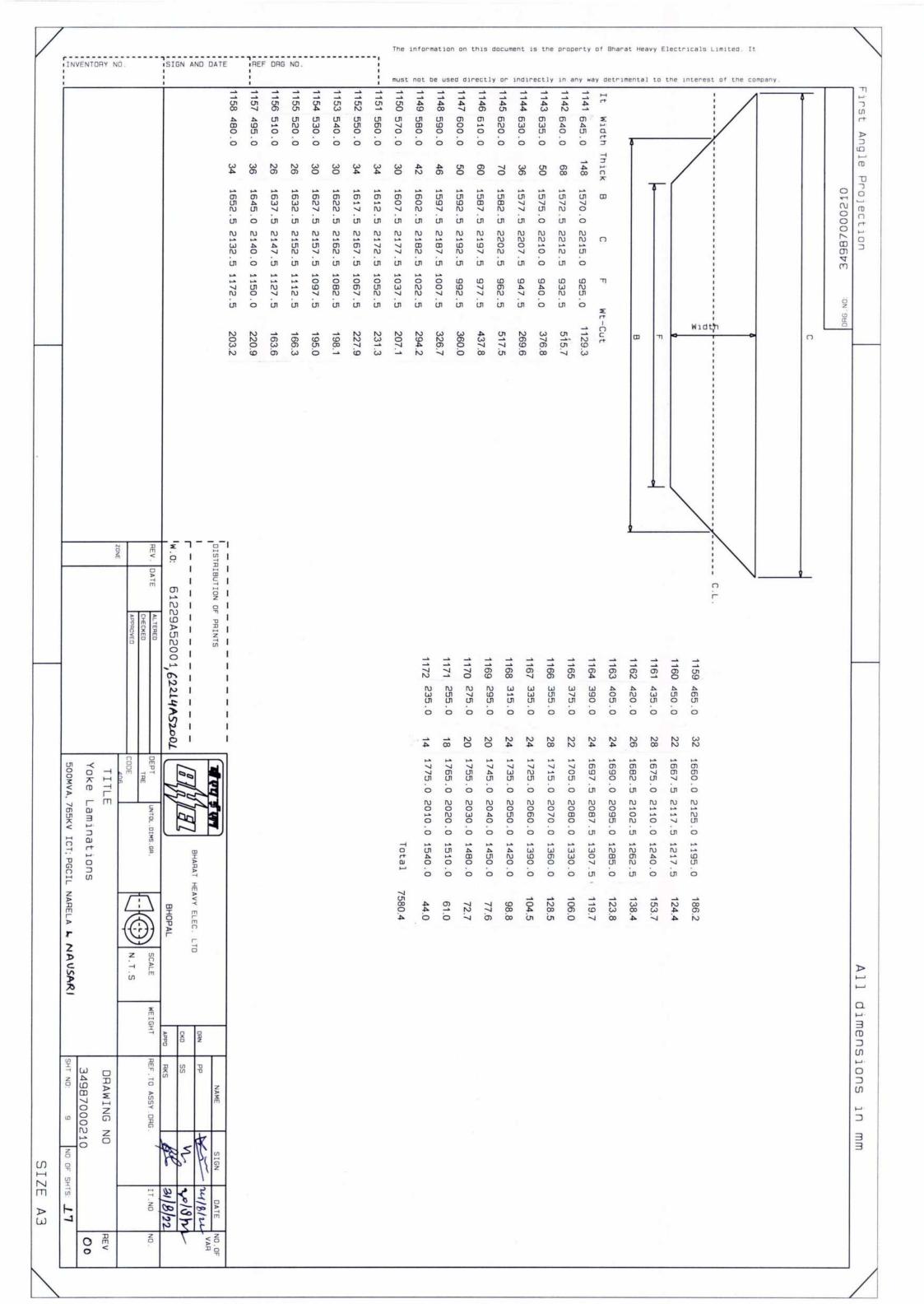


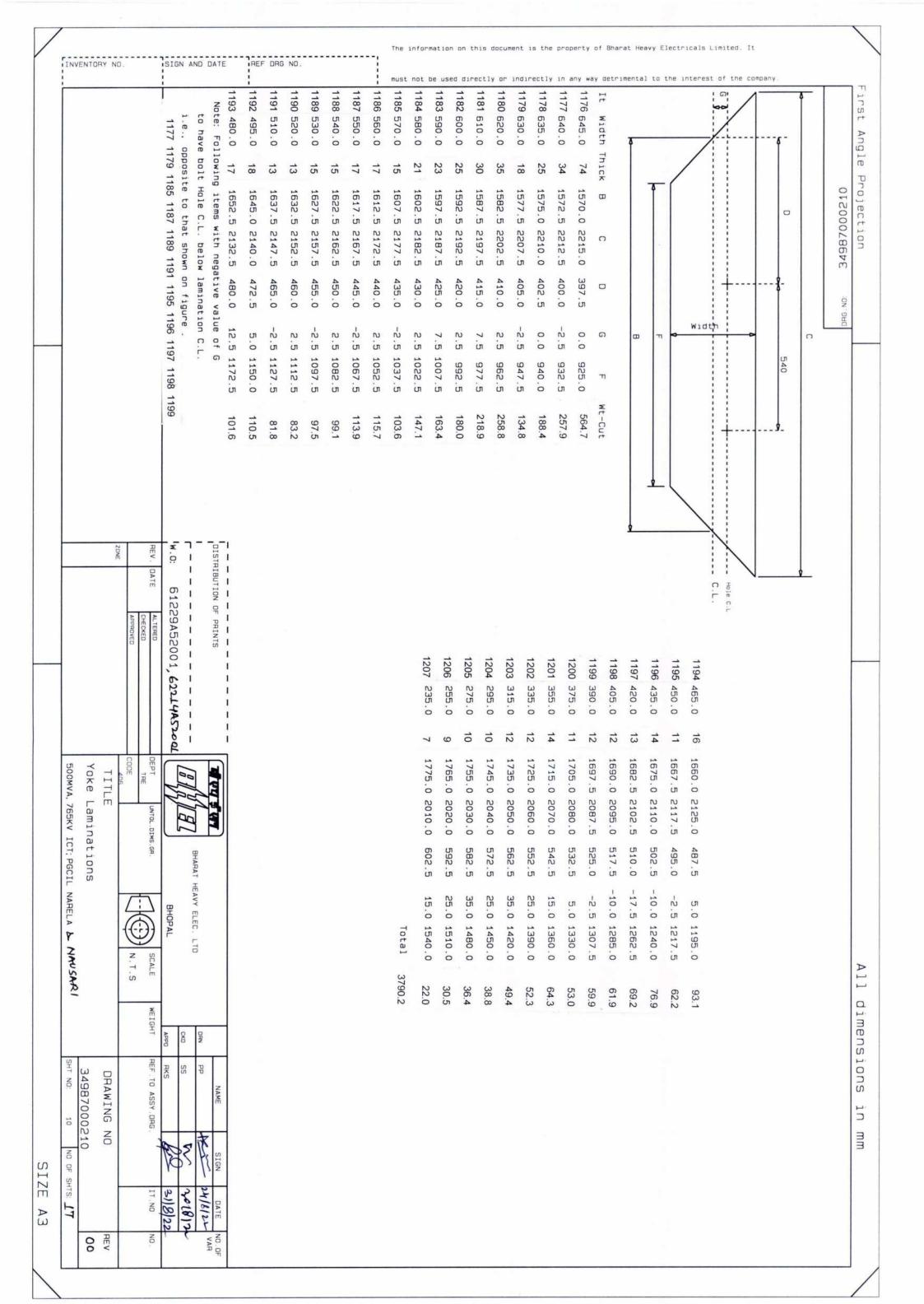


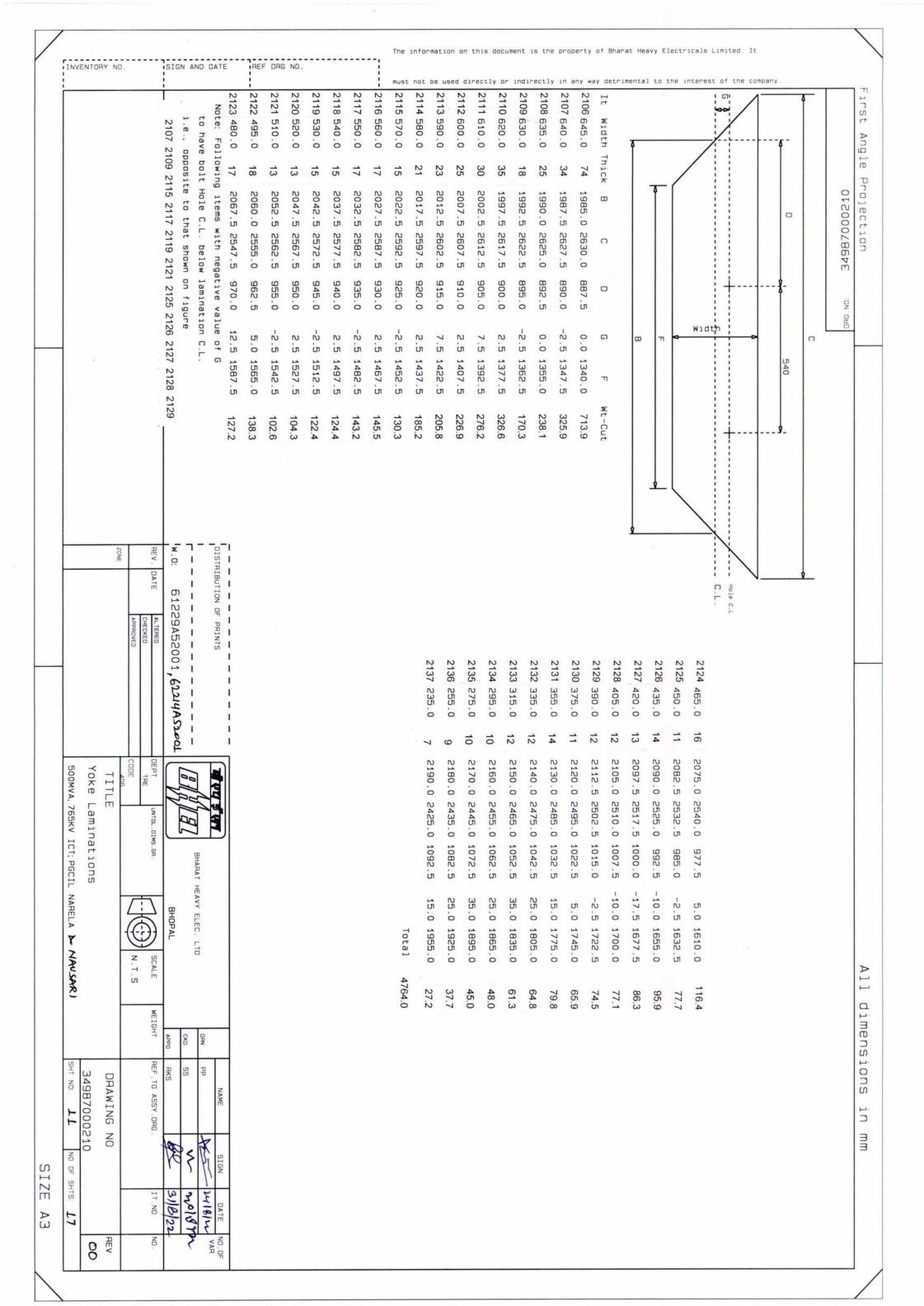


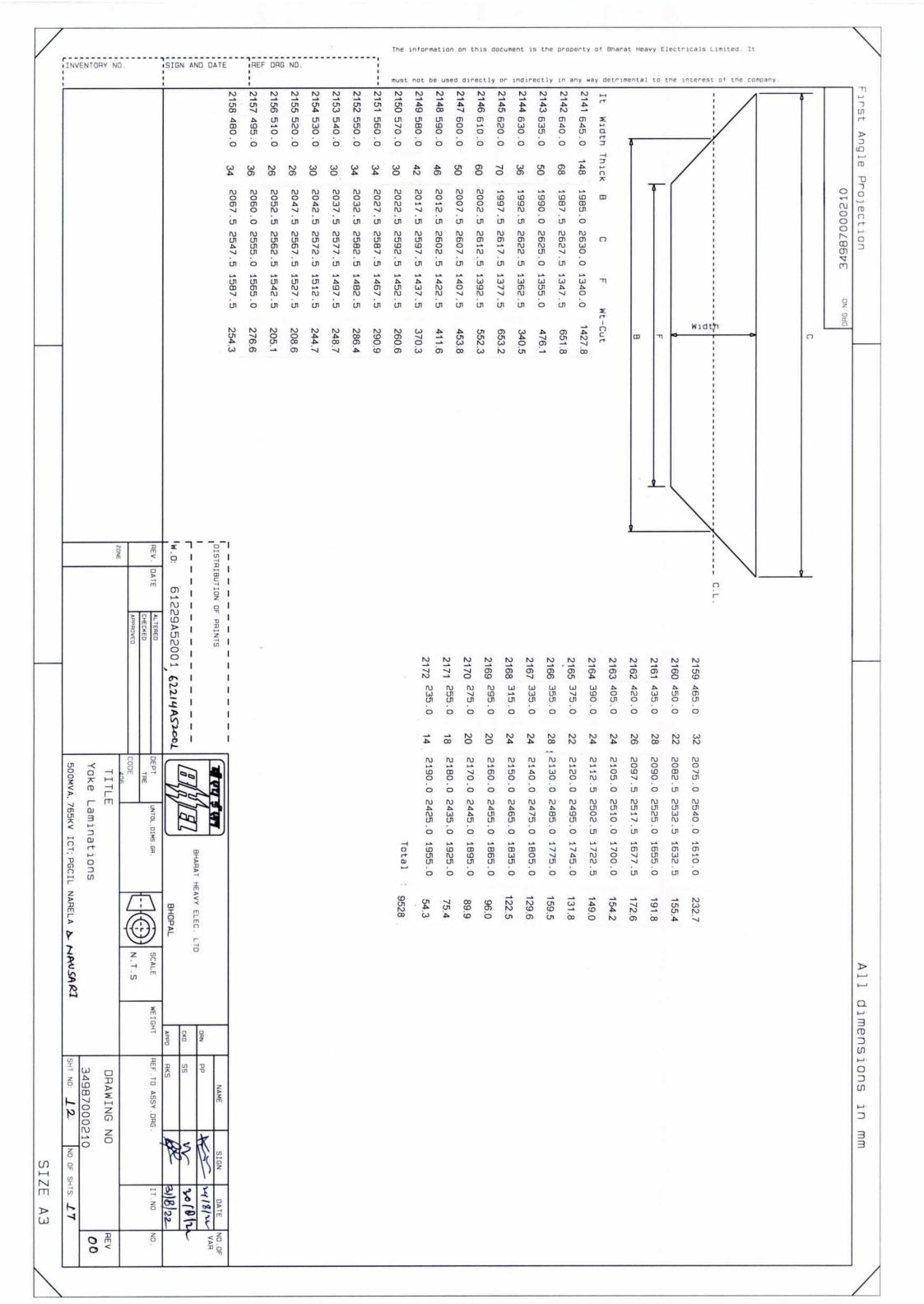


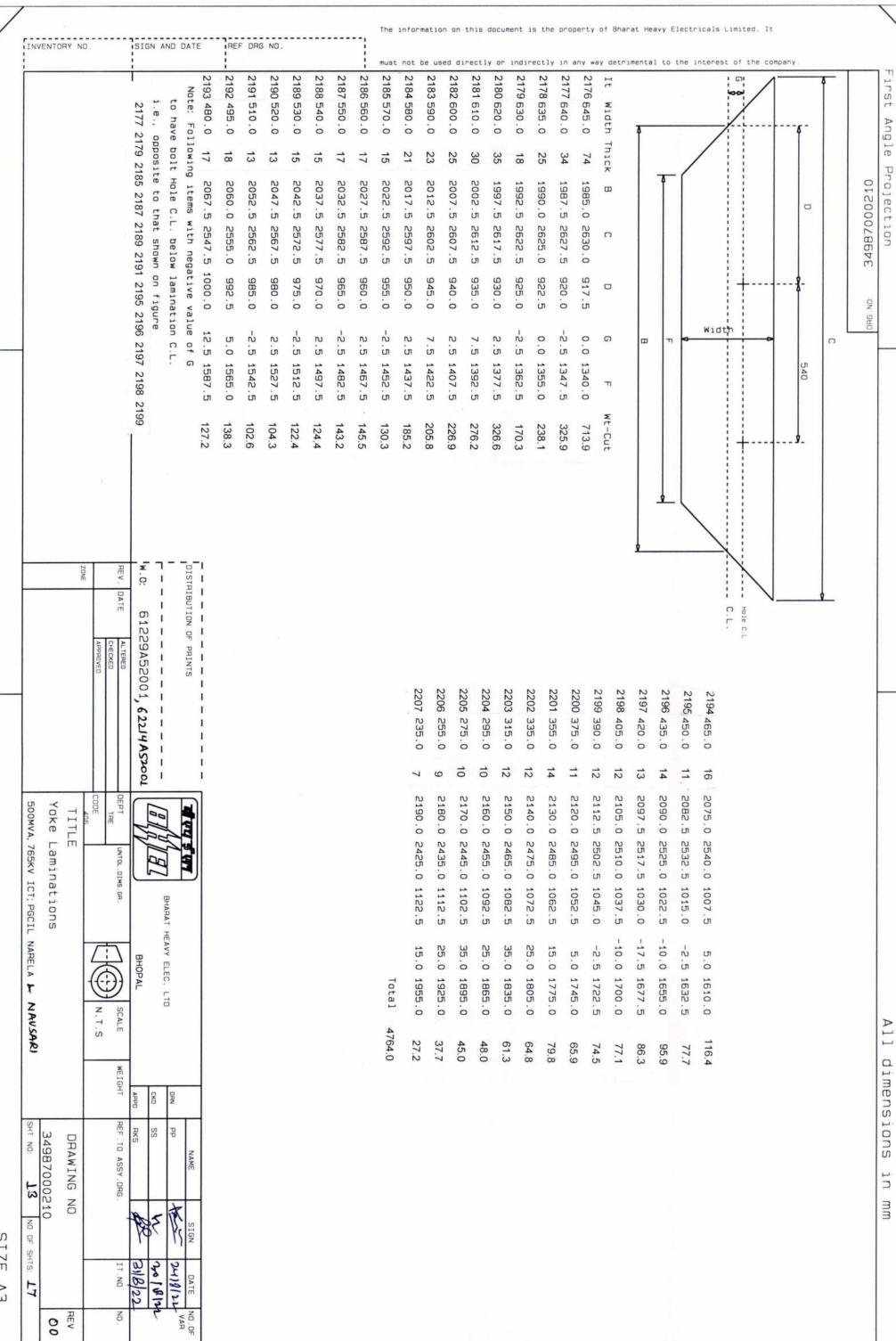


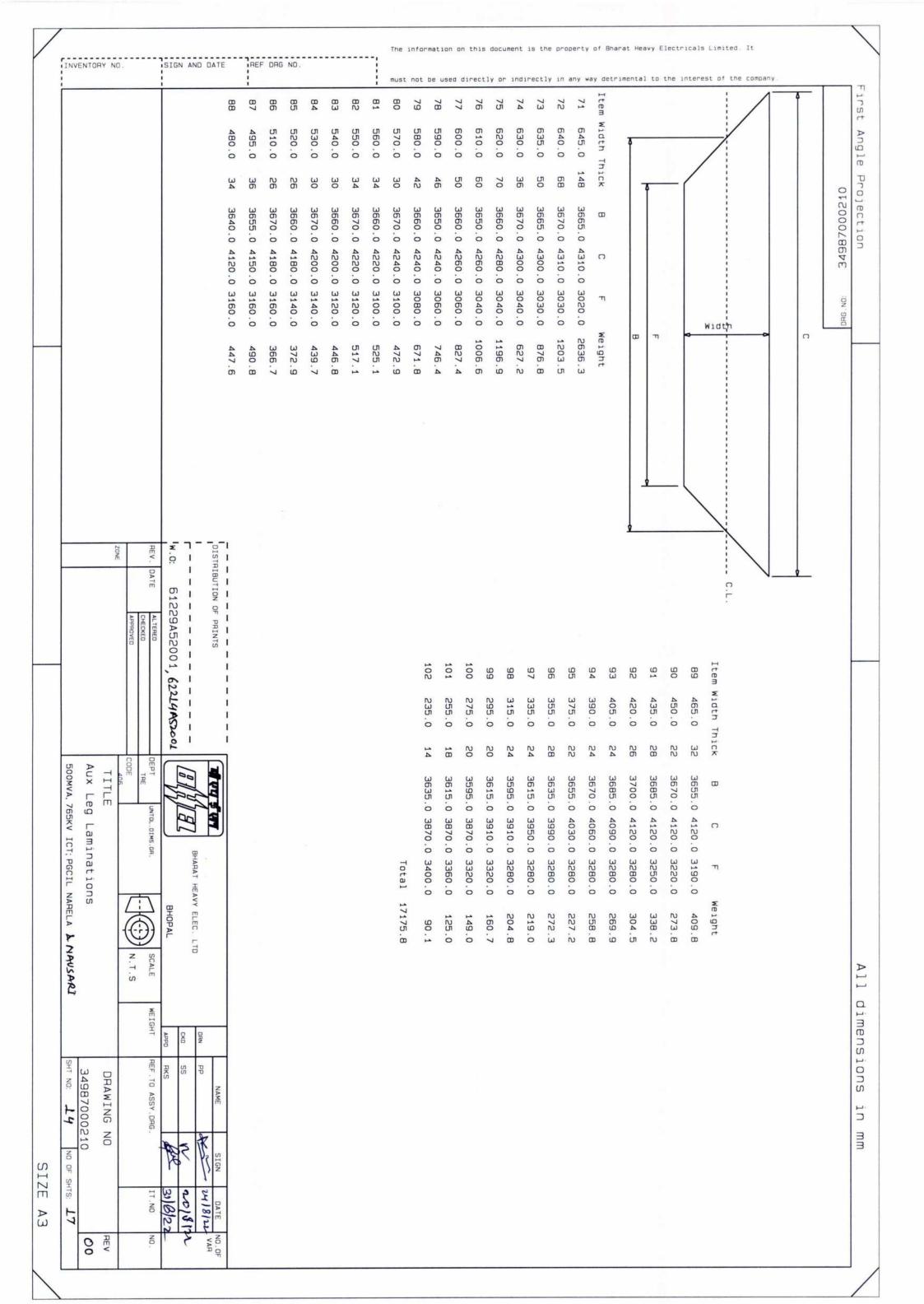


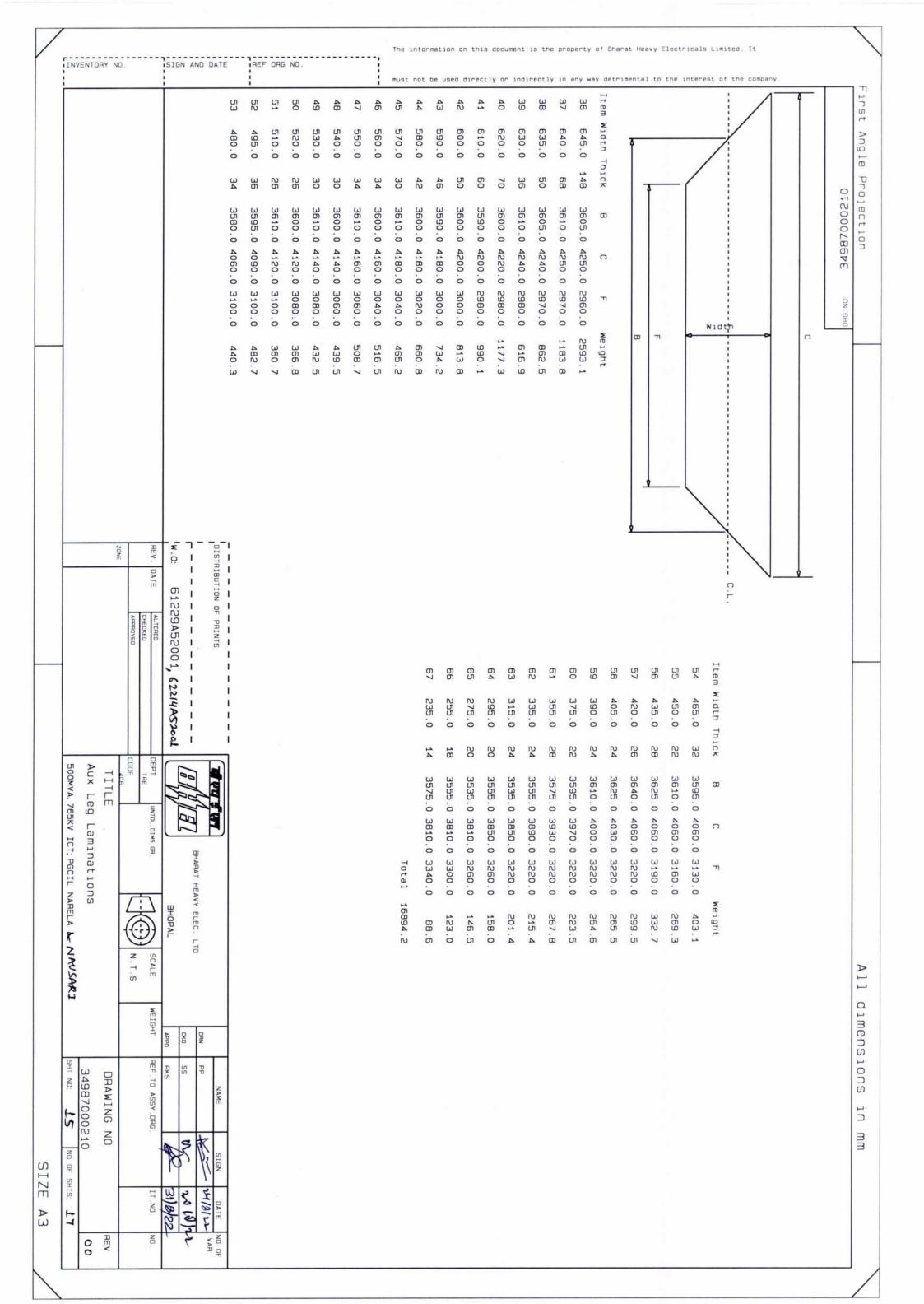




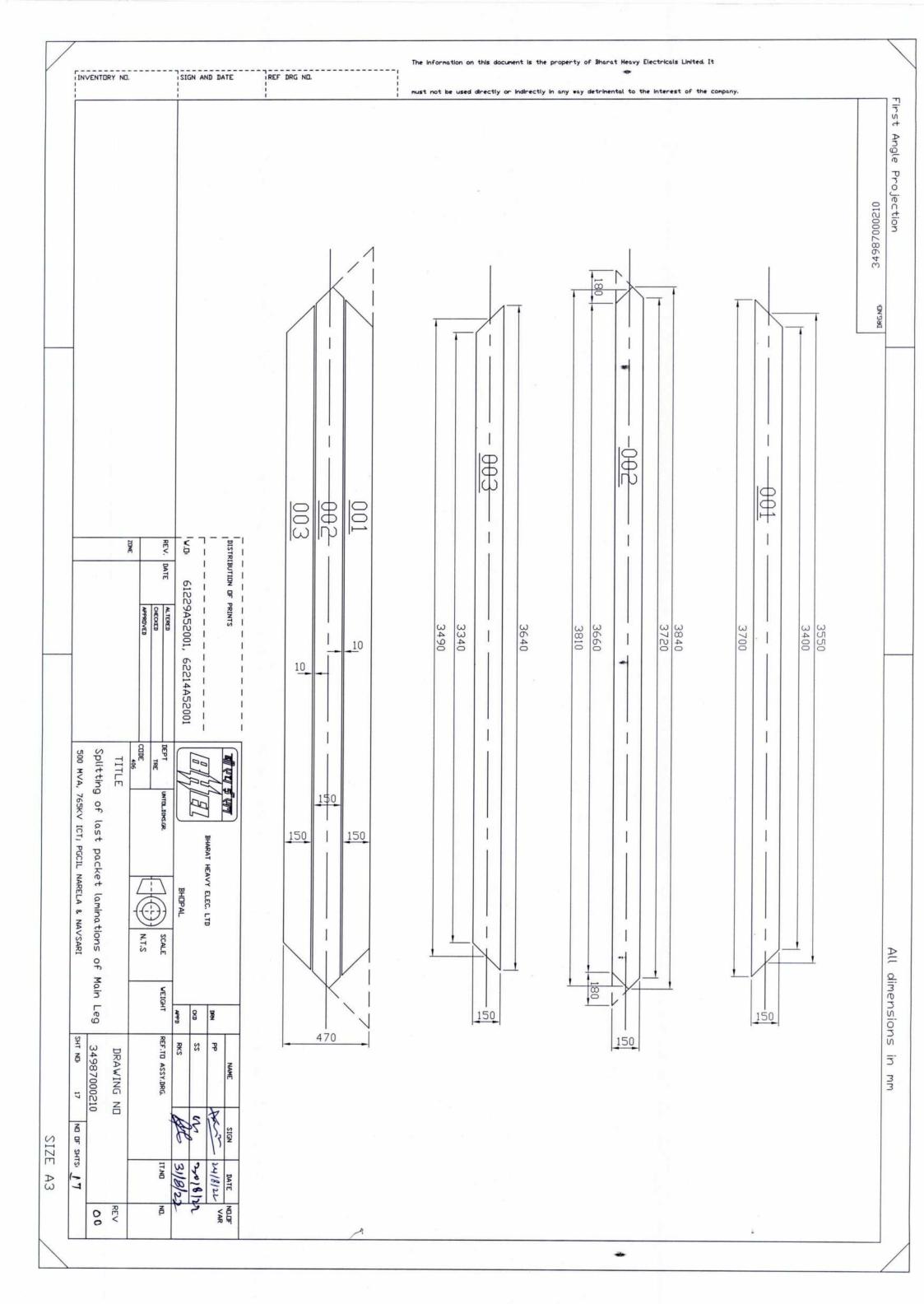








,			,		,			,	The i	ınformati	on on th	nis do	ocumer	t 15 '	the pr	ropert	y of B	Sharat	Heavy	Elec	trica	ls Lim	ited.	It			`
INVENTOR	RY NO		ISIGN A	ND DATE	REF DRO	NO.		ŀ	must	not be u		ectly	or in	direc	tly in	n any	way de	itrimer	ntal t	o the	inter	rest o	f the	company.	Z		٦
											53 1	49	45	41	37	33	29	25	21	17	13	9	បា	14	NO.		
												660.0	640.0	620.0	600.0	580.0	560.0	540.0	520.0	495.0	450.0	390.0	315.0	235.0	Width		
							ш.	Core	Nett	Total	172.	2664	4722.	5568	3268	2661	2086	1779	1489	2778	1843	1309	848	375	SLIT-	210	1
							N	steel	Care	Slitt	4	បា	ω	4	B	o	-	.8	4	.ω	3.1	. 7	B	ω	WT S-	987000	
							86	to be	~	ting /	1.459	2294.5	4193.5	5104.4	3096.3	2608.1	2117.2	1873.2	1627.9	3190.6	2327.9	1908.7	1531.5	907.7	LEN (M)	349	
							asta	dra	Weight	Weight																DAG. NO.	
							_	wn = 1		 - 2																	
								05134.	02345.	02 567.		50	46	42	38	34	30	92	22	18	14	10	Ø	N	NO.		
								. 0 KG	. 0 KG	. % kg		670.0	645.0	625.0	605.0	585.0	565.0	545.0	525.0	505.0	465.0	405.0	335.0	255.0	Width		
												47	10978	2189	1919	1282	1176	955	805	360	2361	1649	902	520	SLIT-WT		
												ω.		N	9.2	2.8	U	51	.4	0.6	B	'n	. 7	0,9	S		
	ZONE	HEV.	- 	₋ - ₁								399.8	9673.3	1990.7	1802.9	1246.2	1183.5	996.5	871.9	405.9	2886.6	2314.4	1531.5	1160.9	LEN (M)		
	m	V. DATE	1	STRIBUTIO																							
		ALTER CHECK APPRO	61229A5200	DISTRIBUTION OF PRINTS																							
		TERED ECKED PROVED	52001	NTS I								ប្រ	47	43	39	35	31	27	23	19	H	11	7	ω	NO.		
			1 1 1	1 1 1								710.0	650.0	630.0	610.0	590.0	570.0	550.0	530.0	510.0	1000	420.0	355.0	275.0	Width		
			 	1 1 1								58		5467.5	3976.9	3299.5	1873.5	2370.3	1751.6	2227.8		1827.7	1116.0	620	SLIT-WT		
SUM	TITLE	DEPT	(0)	T T T								588.7	886.5	7.5	6.9	9.5			1.6				6.0	620.8			
Summary of 500MVA 765KV	E.	UNTOL.	BILL	20								471.3	775.2	4932.4	3705.3	3178.4	1868.1	2449.3	1878.4	2482.6		2473.3	1786.7	1283.1	S-LEN (M)		
Η Τ		UNTOL DIMS.GR.	<u></u>	الت																							
		(i)		ВНАЯАТ НЕАVY ELEC. LTD																							
S			ВНОРАL	ELEC. L								52	48	44	40	36	32	28	24	20	16	12	8	4	NO .		
	ŀ	SCALE N.T.S		.10								750.0	655.0	635.0	615.0	595.0	575.0	555.0	535.0	515.0	480.0	435.0	375.0	295.0	Width		
	-											_	12		14	16	12	(D	œ	4			13		SLI		
		WEIGHT	СКО	DAN								193.6	16.6	4655.9	47.4	58.6	57.0	12.1	79.9	25.5	2694.6	1937.1	74.1	666.0	T-WT S-		
3498 SHT NO:	DAA	HEF.TO /	RKS	PP NA								374.0	1055.7	4167.2	1337.6	1584.3	1242.5	934.0	934.7	469.6	3190.5	2530.9	1779.5	1283.1	S-LEN (M)		
34987000210	DRAWING	REF.TO ASSY.DRG.		NAME								J	7	IU	U)	ω	ul	J	7	U)	ui	w	ui				
NO OF	NO		POF	NOIS SIGN																							
STHS	-	IT.NO	31/6/2	1,																							
74 0	HEV	10 NO.	31/8/22																								
8	<		1	NO. OF																							



Annexure-1

INTEGRITY PACT

Between

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

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

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

Section 1- Commitments of the Principal

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

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

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



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

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

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

Section 4 - Compensation for Damages

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



Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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



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

Section 9 - Pact Duration

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



Section 10 - Other Provisions

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

विनीत सुमन VINEET SUMAN	
For & On behalf of the Principal vision (Office Seal) / B.H.C.L., BHOPAL	For & On behalf of the Bidder/ Contracto (Office Seal)
Place BHER Bhyrd. Date 1/1/25	
Witness: (Name & Address) Chembhor The Bhokks Bhokks	Witness:(Name & Address)



Sl.No.	Description
1	General:
	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL. In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:
1.1	i. Amendments to Purchase Order/ Framework Agreement
	ii. Purchase Order/ Framework Agreement
	iii. Letter of intent (LOI)/ Letter of Award (LOA)
	iv. Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions v. Corrigenda to NIT, with those of later date having precedence over those of earlier date vi. Original NIT and annexures except documents listed in point no (vii) to (ix) below vii. Technical specifications including their annexures viii. Special Terms and condition of Enquiry (STC)
	ix. General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries
	Through eProcurement 1. Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app
	2. Offers in any other mode will not be accepted.
	3. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal
2.4	https://eprocurebhel.co.in/.
2.1	4. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal.
	5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc
	uploaded by him, owning responsibility for their correctness / authenticity.
	6. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	Through tender room (Conventional tender)
2.2.1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.
	The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples,
	if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be
-	quoted in the units asked for in the enquiry. Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.
2.2.2	In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2 nd Floor,
2.2.2	Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date. Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.
2.2.3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
	Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated
2.2.4	/authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the

Page 1 of 16 Ref: MI 2001A3 Annexure II



	mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.
2.3	Through tender room or EProcurement
2.3.1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
2.3.2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
2.3.3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
2.3.4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.
2.3.5	Bid in single part or techno-commercial bid in two-part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
	Whenever specified /called in special /additional /tender specific remakes of tender the Bid Security/ Earnest Money Deposit (EMD)] is to be submitted by bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). Modes of deposit a) The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
	 (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer). (iii) Fixed Deposit Receipt (FDR). (iv) Bank Guarantee from any of the Scheduled Banks. (v) Insurance Surety Bonds.
	b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
2.3.6	Forfeiture of EMD
	(i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
	(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Others Instructions
	(i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
	(ii) Bid security will be refunded to the successful bidder on conclusion of the order/receipt of a performance security (if called in the tender).(iii) EMD shall not carry any interest.
	1.Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.
2.3.7	2.Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.3.In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price
	implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on

Page 2 of 16 Ref: MI 2001A3 Annexure II



	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall
	prevail. However in both situations, original price bid will be necessarily opened.
2.3.8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
	Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with
2.3.9	BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration
	portal (https://supplier.bhel.in/). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data
	furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender
2.3.10	will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead
	to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with
	Suppliers/Contractors available on https://www.bhel.com/sites/default/files/s uspension_guidelines_abridged.pdf
	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions,
2.3.11	clarifications etc. to the tender will be hosted on BHEL website. (https://bhel.com/tenders) and additional in
	https://eprocurebhel.co.in/nicgep/app for e-procurement tenders. Bidders responding to these tender should regularly
	visit website(s) to keep themselves updated.
	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting
2 2 12	discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one
2.3.12	bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision
	in such situations shall be final and binding.
	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by
	the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding
2.3.13	of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1
	bidder is less than the quantity tendered for.
	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the
	part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the
2.3.14	tendering process, will lead to rejection of the bid, besides BHEL taking appropriate punitive action as deemed fit.
	Guidelines for suspension of Business Dealings with Suppliers/Contractors available on
	https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions
	call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-
2.4	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
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease
2	the tender quantity in case where negotiation is being held.
3	Delivery Terms
3.1	Indigenous Purchase Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.1.1	Foreign Purchase — Imports
3.2	Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.
	2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at
	Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers.
	3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) &
	Break-bulk Cargo at Mumbai (MPT - INBOM1).
	4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be
	at Mumbai ACC (INBOM4).
3.2.1	5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.
	6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer
	and also on the Bill of Lading.
	7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &
	shipping line port handling charges etc. to work out landed cost at Sea Port.
	8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for
	details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.

Page 3 of 16 Ref: MI 2001A3 Annexure II



	(Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.
	9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years.
	9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.
	9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
	If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.
	9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.
	10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).
	1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period
	from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period
3.2.2	offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period.
	2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u>
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)
	Name of the bidder's executive to deal with this tender /
4.1	project
4.2	E-mail address of the contact person
4.3	Telephone no. of the contact person
4.4	Name of location from where the goods shall be offered
5	for inspection and dispatch Additional logistics information for Imports
5.1	Bid currency
0.1	Charges applicable at discharge port up to BHEL's CFS
5.2	(Container Freight Station) to be indicated in your offer
	and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
	Estimated number, type & size of containers for delivery
5.4	of tendered quantity (applicable where the goods are to be sent in FCL)
	No. of packages with cumulative gross weight and CBM
5.5	volume (applicable for LCL & Break-bulk shipment)
г.с	Approx. distance in km. from Bidder's works to Port of Sea port /Air port
5.6	Loading
6	Delivery Schedule & Completion date
	i. Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/
	months to suit the delivery period indicated in the enquiry. ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
	iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.
	iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.
6.1	v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery
	period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery
	extension, wherever applicable. vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.
	vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with
	Suppliers/Contractors available on https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors
	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight
6.2	until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.
	For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test

Page 4 of 16 Ref: MI 2001A3 Annexure II



	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery		
6.3	completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall		
	be the contractual delivery completion date.		
7	Transit Insurance		
	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, tra		
7.4	insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars		
7.1	with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy.		
	Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses		
	suffered by the Purchaser.		
8	Force Majeure		
	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for		
	total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous		
	or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the		
	Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections,		
	riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions,		
	floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control.		
	The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks		
8.1	on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with		
	supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as		
	waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed		
	by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account.		
	Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in		
	order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may		
	takeover partly processed material at a mutually agreed price.		
9	Penalty for Late Delivery		
	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered		
	portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to		
	delayed delivery .		
	Total undelivered order value above shall be item wise, lot wise order value of PO.		
9.1.1			
	Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender		
	/Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on		
	anything mentioned in instant GTC.		
	Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation		
	and termination of the order.		
	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty		
	will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the		
0.4.2	NIT/STC/ATC.		
9.1.2	In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision		
	is desired with supply (Milestone delivery terms), the LD clause will be separately mentioned in particular tender /Special		
	terms and condition(STC) /Additional terms and conditions(ATC)		
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.		
	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)		
9.1.4			
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as		
٥.٤	contractual delivery date for compliance and applicability of LD / penalty.		
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.		
10	Indian Agents and Agency commission		
	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign		
10.1	Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory		
	guidelines" which will require submission of an agency agreement.		
	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed		
	by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's		
10.2	installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid		
	opening or price bid opening shall be considered for computation of Agency commission.		
L	1 0 1 sept 0 sept 0 sept 1 sep		

Page 5 of 16 Ref: MI 2001A3 Annexure II



		In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid
10.3	0.3	simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and
		the agent, bid received from the agent will be ignored.

If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.

11 Documentation:

11.1 Indigenous Purchase

Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. **Documents** can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/.Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.

- Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter),
- 2) Consignee copy of LR & 2 sets each of Packing list,
- 3) Test certificate, Guarantee / Warranty certificate,
- 4) O & M manuals (where applicable)
- 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
- 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate
- 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure

The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))

11.2 Foreign Purchase — Imports

Seller shall send **1** set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser

- 1. Express / Original 'Clean on board' Bill of Lading / AWB.
- 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.
- 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.
- 4. One set of Original Test Certificates and O&M Manual where called for.

msair@bhel.in (In case of Air freight)

- 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.
- 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:

AGM (M.S)

Regional Operations Division BHEL

14th Floor Centre-1

World Trade Centre, Cuffe Parade

Mumbai 400 005 INDIA

Email: msseabpl@bhel.in (In case of Sea freight)

DGM (FIN- FP)

4th Floor, Administrative Bldg.

BHEL Bhopal - 462022 (India)

E-mail: fin_fp.bpl@bhel.in

And confirm forwarding details to AGM (CMM-FE), BHEL Bhopal at mmfe.bpl@bhel.in

7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.

Additionally, following requirements to be taken care of by the bidder during PO execution stage:

IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly

Page 6 of 16 Ref: MI 2001A3 Annexure II



	mentioned on B/L or AWB.		
	ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum		
	21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than		
	4 weeks, a shorter presentation period shall be agreed upon.		
	iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One		
	original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.		
	iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be		
	given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.		
	v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel,		
	should reach BHEL's bank at least 10 days prior to cargo arrival at port.		
	vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split		
	shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments.		
11.3	General		
	1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.		
	2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of		
	supplier's certificates. If test certificate and guarantee certificate are not received along with the document and		
	stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from		
	the supplier without awaiting supplier's confirmation		
	3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods		
	with that of the PO No. and the consignee details.		
	4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.		
12	Pricing Terms		
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete		
	execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the		
12.1	Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing		
	charges as called for in the NIT.		
13	Price Validity:		
15	•		
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial		
	(Part-I) bid opening date.		
14	Taxes & Duties - Indigenous Purchase		
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.		
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month		
14.2	in the online GST portal wherever applicable.		
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.		
14.4	Bidder to submit invoices compliant with GST invoice Rules		
	Bidder to submit invoices compliant with GST invoice Rules Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial		
	liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from		
14.5			
	the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise		
	due to change in any statutory provisions to ensure that the benefit accrues to BHEL.		
14.6	Bidder to ensure TAX INVOICE submission along with consignment		
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to		
147			
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to		
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on		
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.		
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with		
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.		
14.8	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the		
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional		
14.8	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder		
14.8	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder Bidders to provide the applicable HSN / SAC codes as called for in the enquiry		
14.8 14.9 14.10	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder		
14.8	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder Bidders to provide the applicable HSN / SAC codes as called for in the enquiry		
14.8 14.9 14.10	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL		
14.8 14.9 14.10 14.11	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL		
14.8 14.9 14.10	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST)		
14.8 14.9 14.10 14.11	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them. Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor. In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL		

Page 7 of 16 Ref: MI 2001A3 Annexure II



	The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to			
	use the same for payment of tax or any other amount. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.			
15.				
45.4	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of hidder / country of dispatch			
15.1	for the quoted CFR / CIF price.			
16	Payment Terms-			
16.1	unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.			
16.2	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment hased on hidder's request, then hids shall be evaluated with loading of State bank of India Base rate plus 6% for the credit			
	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting &			
16.3	commissioning /supervision is desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition			
	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances			
	purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction			
16.4	entered into with BHEL.			
	In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.			
Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as p respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government country. If the informative part of the format (other than residency) is not furnished by the authorities the furnished by the bidder as a declaration.				
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.			
17	Inspection of Goods			
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.			
17.2	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.			
17.2	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's			
17.3	works before clearing the items for despatch.			
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign hidders, the cost of third party inspection, where called for shall be			
17.5	REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following:			

Page 8 of 16 Ref: MI 2001A3 Annexure II



DI 200102B				
	a)	Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable		
	aj	time as fixed by BHEL.		
		Or		
	b)	Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the		
	D)			
		supplier thereafter.		
	-1	Or		
	c)	In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS		
		or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be		
		regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at		
		instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as		
		fixed by BHEL.		
	13	Or		
	d)	Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause,		
		if any, from the supplier.		
	,	Or		
	e)	Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within		
		30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at		
		his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.		
		Or		
	f)	In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable		
		time.		
18		itee / Warranty and corresponding Repairs / Replacement of Goods		
	Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conform			
strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comp				
	the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the			
		receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall		
		e free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period.		
18.1	-	ected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL		
		designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may		
	take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost			
Bidder.				
		the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's		
		the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.		
		Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not		
	-	acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if		
19		considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any		
	deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial			
	conditions where deviations if any are accepted shall be as per clause No.19.			
19.1		tion and Loading Criteria:		
		aluation currency for this tender shall be INR.		
	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL ' w.r.t the			
	technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia,			
	Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the			
	date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank			
19.1.1	holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.			
	Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement			
	(CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin,			
		issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents.		
		all be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for		
		ser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.		
		on Loading factors (in case of deviation quoted by bidders)		
	INDIGE			
	1)	Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices,		
19.1.2		such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract.		
	2)	Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared		
		separately in STC/ATC of particular tenders		

Page 9 of 16 Ref: MI 2001A3 Annexure II

separately in STC/ATC of particular tenders.



	IMPORTS			
	1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine			
	insurance & shipping line port handling charges etc. to work out landed cost at Sea Port.			
2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening.				
	COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"			
	A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC			
	B. Loading for payment terms as per clause 16.1 of GTC			
20	Variation of orders			
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase			
20.1	executive, BHEL Bhopal.			
21	Sub-contract Sub-contract			
	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting			
21.1	and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL.			
	However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.			
22	Recovery / deductions of amount from supplier			
	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted			
22.1	against any amount payable to the consignor/supplier against bills.			
	b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from			
	supplier's bills.			
23	Safety clause for purchase orders			
	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test.			
	Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable			
	Inspection Agency for performing inspection.			
23.1	The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are			
25.1	complied with respect to equipment's to be inspected.			
	If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold			
	inspection, till such time the desired safety requirements are met.			
24				
24	Non-Disclosure Agreement			
	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other,			
	prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical			
	documents or other technical information received by one party, shall not without the consent of the other party, be used			
	for any other purpose than that, for which they were provided. Such technical information shall not without the consent			
24.1	of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns			
	supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in			
	no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right			
	to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any			
	infringement of the provisions contained herein.			
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's			
	property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.			
	These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned			
	to BHEL within 90 days of issue of the same.			
25				
25	Settlement of Disputes & Arbitration			
25.1	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request			
	of the Bidder and the decision of the Purchaser shall be final.			
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.			
25.3	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of			
23.3	the Purchaser.			
	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 arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the			
25.4	Contract.			
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.			
	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-			
	enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration			
ĺ	proceedings under this clause. The seat of arbitration shall be Bhopal.			

Page 10 of 16 Ref: MI 2001A3 Annexure II



The cost of arbitration shall be borne as per award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. 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. Administrative Mechanism for Resolution **CPSEs** Dispute https://dpe.gov.in/guidelines/guidelines/chapters/2673. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time." 25.5 The Bidder shall continue to perform the contract, pending settlement of dispute(s). 26 **Applicable Laws and Jurisdiction of Courts** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the 26.1 Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction. RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel 27 the Tender enquiry without assigning any reason. 28 Performance Bank Guarantee (PBG)/ Security Deposit (SD): Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT, the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract. Performance security is to be submitted by the date specified in the contract. Modes of deposit: a) Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. 28.1 (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Forfeiture of Performance Security: The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest. Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and 28.2 Performance Bank Guarantee are required, shall not be construed as deviation. Wherever the contract is for supply of Goods processed on labor basis/mixed basis from BHEL supplied materials, the 28.3 materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures. Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender 28.4 (NIT) deviation shall not be accepted

Page 11 of 16 Ref: MI 2001A3 Annexure II



28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser		
28.6			
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest		
	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) –		
29	All benefits as per Government of India guidelines shall be given to eligible bidders. MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if the submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of su documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the arrequired documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change.		
	manufactured by themselves.		
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.		
29.2	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s). In case of indivisible tender, the full quantity shall be awarded to L1.		
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.		
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to		

Page 12 of 16 Ref: MI 2001A3 Annexure II



be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the No benefits 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 self-attested documents are to be uploaded on the portal. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. In case if all the items being procured under the enquiry fall under category of reserved items as defined in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened. Integrity Pact (IP) — Independent external monitors (IEM) 30 For tenders in which integrity pact is applicable, following points stand valid: IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along 20.1 with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Name: -----Address: -----As indicated in NIT / enquiry E-mail: -----Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender. NOTE: No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender, please contact: (2) 30.2 Name Landline No. Mobile No. **Email** Dept. **Address** Fraud Prevention Policy: The Bidder along with its associate/collaborators/sub-contractors/sub-bidders/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and 31 shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage 32 the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Integrity commitment, performance of the contract and punitive action thereof: **Commitment by BHEL:** 32.1 BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity. 32.2 Commitment by bidder / Supplier / Contractor :

Page 13 of 16 Ref: MI 2001A3 Annexure II



32.2.1	 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any research la gauge which gauges loss of business / gappay / separation to BUEL 			
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.			
32.2.3	Preventive checks to eliminate suspected cartel formation between suppliers The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines Declaration by Bidders We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No			
	Ihereby declare on behalf of M/s and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No			
	Ihereby declare on behalf of M/s and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No () For M/s Seal and Sign			
33	Ihereby declare on behalf of M/s and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No C			
33	Ihereby declare on behalf of M/s and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No C			
	Ihereby declare on behalf of M/s and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No C			
34	Ihereby declare on behalf of M/s and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No C			

Page 14 of 16 Ref: MI 2001A3 Annexure II



- 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.

The beneficial owner for the purpose of (iii) above will be as under:

1. In case of 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 of 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 of 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.
- 34.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

34.6

35

Model certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached]."

Conflict of Interest:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the

detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be

considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or

- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; orc) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to

information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the

disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/

Assemblies from. one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two

manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal; or

Page 15 of 16 Ref: MI 2001A3 Annexure II



	g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.
	Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
36	Breach of contract, Remedies and Termination In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
37	Option clause: The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Note:

- 1.0 Tender Specific conditions shall override relevant provisions of this GTC2.0 In the event of any change as notified by Govt. of India same will supersede the relevant GTC clause.

Page 16 of 16 Ref: MI 2001A3 Annexure II

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 inhouse 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.

- 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:

S1 No	Particulars	Amount
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)

S1 No	Particulars	Amount
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) 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.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators -Rs 30,000/-
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	(one time)- to be paid to the IEC As per entitlement of the equivalent officer (pay scale wise) in BHEL.

	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
S1 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.					

Representative of BHEL

Yours faithfully,

Format 3 to BHEL Conciliation Scheme, 2018 FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI UM PARTNERSFOR 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/claim 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):

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

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.

Annenwe-E

DECLARATION BY VENDOR

We declare that the following family fir	rms of sister concer	n ammates / sur	osiciary tirm:	s are participating
in the tender No E				
•	£ * *			
1.0				
2.0				
3.0				

concern affiliates / subsidiary firms liste No E	ed above that we a	re not indulging	in çartel tori	nation for Enquiry
			()
		•	For M/s	4 0 40 - 000 4 1 1 4 00 1 1 1 1 1 1 1 1 1 1 1 1
		e e	•	(Seal & Sign)

Jums

Minutes of MM Head Dt 18.06.2019

1.0 Introduction

BHEL, a public sector enterprise, is an integrated power plant equipment manufacturer and one of largest engineering and manufacturing company in India engaged in design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products and services for core sectors of the economy viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defense.

All organizations are subject to risks of fraud. Frauds negatively impact the reputation and brand value of organization. Vigilant handling of fraud cases within organisation sends clear signals to the public, stakeholders and regulators about the management attitude towards fraud risks and organisation's fraud risk tolerance.

All levels of management, staff, internal and external auditors have responsibility for dealing with fraud risk.

Section 143(3) (i) of the Company Act, 2013 requires auditors to report about the adequacy of internal Financial controls in the Company and the operating effectiveness of such controls. Further, as per General Direction issued by C&AG vide circular No. 294/CA-II/Cord/A/cs instructions/30-2008 dated 22.04.2010, auditors are required to comment on Risk of Frauds in their reports.

BHEL has already put in place various policies, systems and procedures to guide employees for undertaking various transactions within and outside organisation to conduct the same in a transparent & uniform manner e.g. Purchase Policy, Works Policy along with Delegation of Powers (DOP), HR Policy, Conduct, Discipline and Appeal Rules for employees, Standing Orders etc. Keeping in view the BHEL approach in following Corporate Governance principles proactively, it is appropriate that a Fraud Prevention Policy is formulated and implemented

2.0 Policy Objectives

- 2.1 Objective of the Policy is to provide a system for detection, prevention and reporting of a fraud detected or suspected; and handling of such matters pertaining to fraud.
- 2.2 The Policy is expected to ensure and provide for the following:
- 2.2.1 To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.

- 2.2.2 To provide a clear guidance to employees and others dealing with BHEL forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity;
- 2.2.3 To conduct investigations into fraudulent or suspected fraudulent activities; and
- 2.2.4 To provide assurance that any and all suspected fraudulent activity/ activities will be fully investigated.
- 2.2.5 To provide training on fraud prevention and identification.

3.0 Scope of Policy

The policy applies to fraud or suspected fraud in connection with business transactions with BHEL committed by employees, ex-employees working as advisors/consultants, persons engaged on adhoc / temporary/ contract basis, vendors, suppliers, contractors, customers, lenders, consultants, service providers, any outside agencies or their employees/ representatives, or any other parties.

4.0 What is Fraud?

- 4.1 Fraud is any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or perpetrator achieving a gain.
- 4.2 As per Section 447(1) of The Companies Act, 2013 Fraud is defined as follows:
- "fraud" in relation to affairs of a company or anybody corporate, includes (a) any act, (b) omission, (c) concealment of any fact or (d) abuse of position committed by any person or any other person with the connivance in any manner -
 - > with intent to deceive,
 - > to gain undue advantage from, or
 - to injure the interests of the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss
- "Wrongful gain" means the gain by unlawful means of property to which the person gaining is not legally entitled.
- "Wrongful loss" means the loss by unlawful means of property to which the person losing is legally entitled.

5.0 Actions Constituting Fraud

- 5.1 While fraudulent or suspected fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud.
- 5.2 The list given below is only illustrative and not exhaustive:-
- 5.2.1 Forgery or unauthorised alteration of any document or account belonging to the Company
- 5.2.2 Forgery or unauthorised alteration of cheque, bank draft, E-banking transaction(s) or any other financial instrument etc.
- 5.2.3 Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- 5.2.4 Falsification of records, submitting fake claims or claims with altered documents / supporting, removing the documents from the files and / or replacing it by a fraudulent one etc.
- 5.2.5 Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is/are made to one and wrongful loss(s) to the others.
- 5.2.6 Utilizing Company funds / assets for personal or other than official purposes.
- 5.2.7 Verification and authorization / certification of bills for payment (goods / services) without completion of supply / completion of works as per Purchase Order / Work Order.
- 5.2.8 Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- 5.2.9 Wilful delay in reporting recoveries / adjustments from suppliers / vendors bills.
- 5.2.10 Allowing / unauthorized use of Company assets by outsiders like vendors / suppliers / sub-contractors.
- 5.2.11 Any other act that falls under the gamut of fraudulent activity.

6.0 Responsibility for Fraud Prevention

- 6.1 Following personnel's are responsible to ensure that there is no fraudulent act committed by them while performing any business transaction(s) with BHEL:
 - Every employee
 - Ex-employee working as advisor / consultant
 - Person engaged on adhoc/temporary/contract basis
 - Vendor / supplier / contractor / bidder / service provider
 - Customer / Consultant
 - Lender
 - Any outside agency / their representative / employee who have a business relationship with BHEL
- 6.2 As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place, same should immediately be reported to Nodal officer

7.0 Nodal Officers and their Responsibility

7.1 <u>Nodal Officer</u>

Nodal officers shall be notified by management. All Direct Reporting Officers (DROs) to Unit Head / Construction Managers to be designated as Nodal Officers. List of Nodal Officer(s) would be displayed at BHEL web site / Intranet.

7.2 <u>Fraud Prevention and Detection</u>

All Nodal Officers shall be responsible for implementing the Fraud Prevention Policy of the Company and prevention and detection of fraud as per this Policy. It is the responsibility of all Nodal Officers to ensure that complete mechanism in respect of Fraud Prevention Policy is in place within his administrative / functional area of control.

7.2.1 <u>Fraud Prevention</u>

- 7.2.1.1 Create an ethical and transparent environment by training and implementing policies, guidelines and procedures.
- 7.2.1.2 Familiarise each employee with the types of improprieties that might occur in their area.
- 7.2.1.3 Educate employees regarding the measures to be taken for prevention and detection of fraud.

- 7.2.1.4 Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.
- 7.2.1.5 Promote awareness among the employees of ethical principles subscribed to by the Company through CDA Rules/Standing orders.
- 7.2.1.6 Maintain record of complaints/cases received and submit annual report to Nodal Officer in Corporate Finance.

7.2.2 Fraud Detection

Ensure that along with preventive controls, Detective mechanism are also in place. Some examples of detective mechanism are segregation of duties, reconciliation, audits, independent reviews, physical inspection, periodic inventory check, surprise checks etc.

8.0 Reporting of Fraud

8.1 All employees of BHEL, representative of vendors, suppliers, contractors, consultants, service providers or any other agencies doing any type of business with BHEL as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident. Such reporting shall be made to the designated Nodal Officers.

The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in position to give sequential and specific transaction of fraud / suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official/ employee / other person reporting such incident.

In case the reporter ask for protection, the protection available under Clause 5.0 of Whistle Blower Policy of Company notified vide Corporate HR Circular no. 024/LLX/2014 dated 16.09.2014 shall be extended to the reporter.

- 8.2 All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officers
- 8.3 Officer receiving input about any suspected fraud / Nodal officers shall ensure that all relevant records, documents and other evidence are immediately taken into custody and protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

9.0 Investigating Procedure

- 9.1 The "Nodal Officer" shall act as co-ordinator and refer the details of the fraud/suspected fraud to Unit head for intimating the same to the concerned Director. The Director after considering report of Nodal Office / Unit head may refer the case to Internal Auditor (IA) or Corporate Vigilance for further investigation.
- 9.2 This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. on their own as part of their day to day functioning.
- 9.3 After completion of the investigation, appropriate action which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.
- 9.4 Vigilance Department or IA shall report to concerned Director the result of the investigation undertaken by them to seek orders for further action.

10.0 Incorporation of Fraud Prevention Policy in Tenders / MOUs etc.

10.1 A clause may be added in all the NITs that

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

10.2 Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL web site, vendor portals of Units/ Regions intranet.

11.0 Administration and Review of the Policy

The Chairman and Managing Director, BHEL shall be the Appropriate Authority for administration and revision of this Policy.