



Corporate Identity Number (CIN)
L74899DL1964GOI004281

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
**FSIP Industrial Area Jagdishpur, District: Amethi,
UP-227817, India**

Notice Inviting Tender

Tender Enquiry No: OUTSOURCING/FSIP/03

Dtd. 05/04/2022

E-Tender are invited in Two Part Bid System for supply of factory/shop fabricated structures as per Scope of Work for Patratu project

(I) General:

1. The tender will be under two-part bid system. The first part would be techno commercial bid and the second part would be the price bid. Price bid would be opened for only those suppliers who qualify in the techno commercial bid. BHEL reserves the right to go for reverse auction for techno-commercially qualified bidders through electronic media. The suppliers who qualify in the techno commercial bid would be contacted by our authorized service provider for web based reverse auction.

Mode of Submission of offer: Being e-tender, offer will be submitted online through e-tender portal: <https://eprocurebhel.co.in/nicgep/app>

Important dates are given below:

EVENT	SCHEDULE
Last Date & Time for receipt of tender	Date : 18.04.2022 Time : 12.00 hrs (IST)
Tender opening date & Time	Date : 18.04.2022 Time : 15.30 hrs (IST)

2. E procurement Service Provider details:

In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to email ID and Contact No provided below. These details are also available on 'Contact Us' page of the portal

Sl. No.	Email Id	Contact No.
1	support-eproc@nic.in	0120-4001002, 0120-4001005 and 0120-6277787

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.



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3. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL FSIP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL FSIP.**
4. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only. In case of any clarification, bidder may contact us.
5. The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.
6.
 - (I) **Tender Fee & EMD:** NIL
 - (II) **Integrity Pact (IP)**
 - a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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

Note:

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



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Details of contact person(s):

<p>Piyush Mishra Dy. Manager-MM FSIP, ADM Building BHEL FSIP, IA Jagdishpur, Amethi-227817 , UP, INDIA Ph: 05361-224136/9453025414 Email: piyush.kumar@bhel.in</p>	<p>N A Saifi DGM / MM FSIP, ADM Building BHEL FSIP, IA Jagdishpur, Amethi-227817 , UP, INDIA Ph: 05361-224107/7318492175 Email: nasaifi@bhel.in</p>
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(III) Pre-Qualifying Requirement (PQR) condition:

Only those bidders will be considered qualified in the tender who meets PQR as mentioned in TTC (Technical terms and Conditions) .

7. Item Description and Scope of Supply:

Sl. No.	Item Description	UoM	Qty.	Delivery
1	Supply of factory/shop fabricated structures as per Scope of Work	MT	5700	As per TTC

8. Terms and Conditions

Technical terms and conditions will be as per Annexure-I.

Other General terms and conditions will be as per Annexure-II.

9. Special Conditions of Enquiry

- 1) RA shall be conducted for this tender enquiry.
- 2) BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno -commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 3) “For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for 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”

Only ‘Class I local supplier’ and ‘Class II local supplier’ as defined under the order shall be eligible to bid in procurements under this tender.

- 4) Currency for evaluation of this tender enquiry is INR.



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5) The whole business is to be distributed among 2 (Two) successful bidders L1 and L2 in proportion of 67:33 after acceptance of L1 rate with the lowest bidder (L1) getting about 67% share, the next higher bidder (L2) getting about 33%. The L1 rates shall be offered to L2 bidder. In case L2 does not agree with L1 rates, the L1 rates shall be offered to L3 and if L3 does not agree with L1 rates, the L1 rates shall be offered to L4 and so on. If no one accept the rate of L1 bidder, whole work shall be awarded to L1 bidder.

*** In tender, if Micro and Small Enterprises (MSE) quoting within the price band of L1+15% shall be allowed to supply the requirement up to 25% of the total tender quantity and remaining total quantity will be distributed among L1 and L2 in proportion of 67:33; subject to condition that such Enterprises bring down their price to L1 price where L1 and L2 suppliers is from other than MSE. If L1 and/or L2 offer is from a MSE, this provision will not be applicable and whole tender quantity shall be divided among L1 and L2 in proportion of 67:33. In case more than one MSE is there within this span, the supply shall be shared proportionate to the tender quantity. Other condition shall be as per MSEs policy 2012 (ref- NIT). BHEL may change the distribution of work if the quality of work and/or delivery of any of the contractor are not satisfactory during execution of the contract.

10. Attachment to Tender Enquiry:

Sl. No.	Description	Annexure/Enclosure
1.	Technical Terms and Conditions	Annexure:I
2.	General terms & Conditions (GTAC) of T.E.	Annexure:II
3.	Deviation Sheet	Annexure:III
4.	Quality Plan , approved sources of raw material, Colour Coding Scheme, Painting scheme and requirement of Tools and facilities	Annexure IV
5	Indicative Drawings	Annexure V
6.	Integrity Pact	Annexure VI

11. Contact person details:

Piyush Kumar Mishra
Dy. MGR –MM/Purchase
Phone: 05361-224136
Mob: 09453025414
E-mail: piyush.kumar@bhel.in

Techno – Commercial Terms and Conditions

I. Techno – Commercial Terms and Conditions:

1. **Total Tender Quantity: 5700 MT**
2. **Quantity Variation: ±30%**
3. **Ordering Philosophy**
 - ❖ The subject tender consists of only one Package i.e. Supply of Shop Fabricated Steel Structures
 - ❖ Vendor shall be awarded with acceptable rate and considered for award of subject Package.
 - ❖ **Business Distribution:** The total quantum of work is proposed to be distribution among two vendors in ratio **L1: 67% & L2: 33%**, subject to acceptance of the L1 rates.
4. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
5. **Evaluation criteria:**
 - ❖ Currency of Evaluation – Indian Rupees (INR)
 - ❖ Tender will be evaluated on the basis of delivered cost, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. Credit of GST)
 - ❖ Supply/ Procurement of all required materials including Structural Steel from PVUNL approved Suppliers shall be in the scope of Vendor.
 - ❖ Price shall be quoted by bidder considering all cost as per scope of work other than Structural steel material (Plates, Rolled sections, Tubular sections etc.) cost excluding GST & GST Cess
 - ❖ Structural steel material (Plates, Rolled sections, Tubular sections etc.) shall be billed separately by vendor at actuals to BHEL FSIP Jagdishpur & payment shall be made after verification by BHEL.
6. **Price Variation:** Firm Price Contract.
7. **Delivery Terms:** Vendor shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL. Destination is **3 X 800 MW PVUNL Patratu Site Jharkhand.**
8. **Weighment:** BHEL or BHEL approved third party weighment shall be final and payment will be done accordingly.
9. **Transit Insurance:** Transit insurance from vendor's works/warehouse to BHEL site stores shall be arranged by BHEL. Upon dispatch of material, vendor has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by Vendor.
10. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.

Pre-Qualification Requirements

II. Pre-Qualification Requirements (PQR) –

Only those bidders will be considered qualified in the tender who meets following PQR:

- a) Bidder must have supplied at least **1528 MT** of factory fabricated steel structures during last 7 years (from latest date of submission of this tender) in cumulative of **Three (03) Running/ Completed contracts.**

OR

- b) Bidder must have supplied at least **1910 MT** of factory fabricated steel structures during last 7 years (from latest date of submission of this tender) in cumulative of **Two (02) Running/ Completed contracts.**

OR

- c) Bidder must have supplied at least **3055 MT** of factory fabricated steel structures during last 7 years (from latest date of submission of this tender) in cumulative of **One (01) Running/ Completed contracts.**

Towards above, bidder must submit the following: -

- I. Purchase order and proof of delivery/supply of factory fabricated structural material as sought above.
 - II. Valid factory license and GST certificate
- d) **Financial Turnover:** Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 2.73 Crore** or more, over the last three Financial Years.
- e) **Customer Approval:** The names of those bidders who stand qualified after compliance of above PQR shall be forwarded to customer for their approval. The Price Bid of bidders who are approved by customer shall be opened and considered for further evaluation.

Explanatory Notes for POR

i. 'Supplied' in PQR - A means bidder should have delivered the Fabricated structures. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The word contract referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order.

ii. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover PQR above along with all annexures

iii. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant*
- v. Consortium bidding is not allowed*
- vi. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.*
- vii. Credentials furnished by the bidder against PQR shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.*

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.0 PROJECT INFORMATION

Project Name: 3x800 MW Patratu Vidyut Utpadan Nigam Ltd. (PVUNL) Patratu STPP

The proposed site is located near Patratu town in Ramgarh district of Jharkhand.

The latitudes and longitudes of the site are as follows:

Main Plant & Township:

Corner name	Latitude	Longitude
Top Corner	23° 39 ' 00 ¹ N	85° 17' 51.5" E
Bottom Corner	23° 38 ' 12.5 ¹ N	85° 17' 27" E
Left Corner	23° 38 ' 22.5 ¹ N	85° 17' 10.6 ¹ E
Right Corner	23° 38 ' 40 ¹ N	85° 17' 57 ¹ E

Nearest Town : Patratu (3Km)

Nearest City : Ranchi (35Km)

Nearest Rly Station : Patratu (4Km)

Nearest Airport : Ranchi (45Km)

Nearest Seaport : Kolkata (424 Km)

The vicinity map of the project is shown below

TECHNICAL CONDITIONS OF CONTRACT (TCC)



Vendor is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract. All costs for and associated with site visits shall be borne by Vendor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.0 SCOPE OF WORK

The work to be carried out under the scope of these specifications is broadly as under:

The scope of supply job under this contract covers the Following:

- i. Procurement of All Material required as per scope of work.
- ii. Detailed drawing preparation (In TEKLA Soft based on Input design drawings provided by BHEL and getting approval from BHEL / PVUNL.
- iii. Fabrication and supply of finished product for this Package as per BOM/Drawings,
- iv. Supply & application of paint in fabricated structures as per specification.
- v. Dispatch of fabricated structures to site.

The scope of work will include but not limited to Structure Steel works for the following buildings / structures of Structure at PVUNL Patratu.

S. No.	Structure
1.	FGD Pipe Rack-4
2.	FGD Pipe Rack-5
3.	ACC Structures
4.	FGD: Gypsum Storage Shed
5.	FGD:GHS- JT-1
6.	FGD:GHS-2A/B
7.	FA Pipe Rack-2
8.	Ash Silos
9.	Misc. Structures

However, the names of the structures mentioned may change on later change during detail engineering stage.

Note: Structural Steel, Paints & Welding Consumables shall be procured by vendor from the PVUNL Patratu approved sources only as per enclosed list (Anx-1, 2 & 6).

1. Based on input design/engineering drawings of Structure, Preparation of detailed drawings, bill of materials, material codification, obtaining approvals from BHEL / PVUNL.
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

- a. Preparation of fabrication drawings using 3-D modelling software like TEKLA or equivalent, joint design calculations and all other general and special requirements, including appointment of a separate agency for preparing & checking of detailed engineering drawing of the above stated work. Separate agency for detailed engineering shall be in consultation and approval of BHEL/ PVUNL/NTPC.
 - b. Approval of fabrication drawings from BHEL / PVUNL. (Approval of fabrication drawing does not relieve Vendor from the responsibility of its correctness and accuracy).
 - c. Material required for the fabrication job for the scope i.e. Chq. Plates/MS plates, Flats/ Beams/ Channel/, Angles etc., have to be procured by vendor and all required material to be sourced only from **PVUNL approved suppliers for (3X800 MW) PVUNL Patratu Project**.
 - d. Trial Pre assembly activity will be at Vendor shop as required by BHEL /PVUNL by using Vendor T&P in his own cost, no separate cost will be paid for Trial Pre assembly activity. Vendor may quote considering all such hidden activity as extra in their rate price. BHEL /PVUNL may visit for inspecting the Trial Pre assembly activity.
 - e. BHEL /PVUNL may visit fabrication shop for checking eligibility/competency of shop. Approval from PVUNL is required before start the fabrication job. In any discrepancy Vendor shall be complied as per BHEL /PVUNL requirement at any stage of job.
2. **Supply of finished materials at site** as per BOM/Drawings of scope of supply work consisting of following:
- a. Fabrication, welding, destructive, non-destructive and any other tests as per approved QP / PVUNL/ BHEL requirement.
 - b. Painting as per PVUNL/ BHEL Specifications.
 - c. Straightening, making cutting plan, cutting, bending, rolling, grinding, drilling, bolting, temporary pre assembly- full length column height (**Trial assembly**), edge preparation, preheating, post heating, testing of welders, inspection of welds, visual inspection, non-destructive and special testing, rectification and correction of defective welding works, production test plate, inspection and testing as per erection scheme.
 - d. Preassembly of columns, Trial assembly of finished material at Vendor Unit's works / factory as per BHEL instructions / approved drawings.
 - e. Delivering finished products from works / factory to PVUNL Patratu STPP project site as per BOQ of rate schedule - specification, drawings and instructions of the Engineer.
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

- f. **Shop Erection:** The steelwork shall be temporarily shop-erected complete or as directed by the Engineer so that accuracy of fit may be checked before dispatch. The parts shall be shop-erected with a sufficient number of parallel drifts to bring and keep the parts in place. In case of parts drilled or punched using steel jigs to make all similar parts interchangeable, the steelwork shall be shop erected in such a way as will facilitate the check of interchange ability.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Specific for Fabrication and Supply Contract

1. Items covered under this contract shall be subjected to Inspection / Testing and Quality Surveillance. The inspection agency shall at reasonable times, have access to vendor's works. Quality control records. All reasonable facilities required for carrying out the inspection and testing efficiently, shall be provided by the vendor, free of cost. The method of inspection shall be agreed upon in the Approved "Quality Plan" which shall form part of the contract. Wherever possible, standard quality plan, by way of minimum requirements, are included in the bid specification as a guideline.
2. Vendor shall abide fully by all the clauses of Shop inspection and tests covered in Technical Specification. BHEL reserves the right to consider any stage of inspection / test as a "Hold Point", beyond which work shall not proceed without acceptance of that stage.
3. The minimum Inspection / Testing requirements shall conform to relevant codes / standards as well as Statutory Regulations applicable, whether or not specifically mentioned in the specification, in addition to those normally carried out by the vendor.
4. Unless the Inspection / Test is waived, the inspection agency shall attend the Inspection / Test within 15 days of the date of receipt of notice from the vendor, failing which the vendor may proceed with the Inspection / Test and shall forward duly certified copies of the Inspection / Test Reports. After successful completion of the Inspection / Test or receipt of Vendor's Test reports mentioned above, the Inspection agency shall issue within 15 days, the acceptance certificate.
5. Wherever Customer / Consultant "Hold Points" are indicated in the approved Quality Plan an additional 10 days' notice shall be given for Inspection / Testing.
6. Before sending written notice to the Inspection Agency, the Vendor's own inspection staff should have fully inspected / tested the item. If the visit of the Inspection Agency proves to be futile on account of the item not being ready for inspection / Testing or the same being rejected to reasons which could otherwise, have been detected during Vendor's own Inspection / Test, the cost incurred by Inspection Agency on such visits shall be borne by the vendor.
7. Approval or passing of Inspection / Test and thereby issue of the acceptance Certificates or waive of Inspection by the Inspection Agency shall not relieve the vendor of his responsibilities and obligations under the contract and also shall not bind BHEL to accept the item should it, on further tests after receipt at destination, erection / commissioning be found not complying with the Contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

8. All necessary documents such as test reports, test certificates, test curves, stress relieving charts, radio graphic films and other non-destructive tests, copies of the welding procedure, welder qualification certificates and other documents in support of adherence to Quality plan shall be furnished to the Inspection agency. The Quality Assurance document consisting of certified copies of all of the above complied sequentially by the Vendor shall be sent to BHEL prior to dispatch.
 9. The vendor shall provide test pieces as required by Inspection agency to enable him to determine the Quality of Material supplied under the contract. If any test piece fails to comply with the requirements the inspection agency may reject the whole material represented by the test piece.
 10. In the event of inspection revealing discrepancy in quality of goods, BHEL shall be at liberty to specify additional Inspection / Test, required ascertaining Vendor's compliance with the equipment specification.
 11. All welding shall be carried out in accordance with applicable codes or approved equal. Welding procedure and Welder's qualification shall be got approved. Welding consumables used shall be approved by the inspection agency.
 12. Approved methods of radiographic, ultrasonic or other non-destructive testing as applicable shall be used for the welding of critical components / assembly. All defects shall be rectified by the Vendor at no extra cost.
 13. If considered necessary by Inspection Agency, multiple assemblies shall be fully erected and tested at Vendor's work prior to packing and dispatch to site.
 14. None of the item shall be dispatched without the receipt of "Quality Surveillance Note" from the Inspection Agency as well as the written approval in the form of Material Dispatch Clearance Certificate (MDCC) unless specifically agreed.
 15. Each separate piece of fabricated steelwork shall be distinctly marked on all surfaces before delivery in accordance with the markings shown on approved erection drawings and shall bear such other marks as will further facilitate identification and erection. This will be duly verified at site during material receipt based on which MRC shall be prepared.
 16. To address any mismatch during erection stage, Vendor shall deploy a technical person on continuous basis at site for proper co-ordination with various agencies so that problem is attended / rectified without any time gap.
 17. Material Dispatch Clearance Certificate (MDCC) for Supply of Fabricated Structures to be issued by customer/PVUNL before supply of finished material.
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

18. The affixing of Inspection Stamp on the item by the Inspection Agency is for the purpose of identification only and shall not be considered as a token of acceptance.
19. The above conditions are equally applicable to the agency on which the vendor has sub ordered as it shall be construed as if the works are manufactured or assembled at Vendor's own premises of works.

2.1 SPECIFIC CONDITIONS FOR SUPPLY OF FABRICATED STRUCTURES

1. After receipt of Purchase Order, Vendor shall discuss with Project Manager / Construction Manager of BHEL regarding starting of structural fabrication job. Vendor will tie up with approved detailers of BHEL /PVUNL for preparation of detailed fabrication drawing, BOM preparation, and submission of same to BHEL and getting approval from BHEL /PVUNL. On receipt of approval of detailed drawings, successful Vendor will start fabrication job in customer approved "FABRICATION WORKSHOP / FACTORY" in line with approved drawings, specifications and quality plan. Vendor shall mobilize further resources at workshop as per requirement to commence the job of fabrication, testing, shot blasting, painting etc. to match schedule of the project.
2. The total quantity of steel required for the job will be calculated from the approved fabrication drawings including lugs. In case any such sectional weights are not available in the above documents, the manufacturer recommendation / BHEL Engineer instruction/Indian Standard Code recommendation shall be binding. BHEL reserves the right to reject any material not found satisfactory.

2.2 QUALITY PLAN:

1. The Quality Plan is a document, which presents in a tabular form the Quality control checks exercised by the vendor during the various stages of manufacture and dispatch in order to meet the requirements of this specification. This plan details, step by step, the operations, components and characteristics being controlled, method of exercising such controls, the importance (criticality) of the control (critical major or minor) with respect to the functioning of the item the extent to which the controls are exercised (100% samples, one per heat, etc.). Acceptance norms for the characteristics, method of maintaining records thereof as a proof of having exercised the control successfully, the agency responsible for performing and witnessing the checks and for verifying the records thereof.
 2. Vendor shall furnish the Quality Plan for approval from PVUNL. In case the Standard Quality plans are included in tender specification, the Vendor shall furnish their Quality Plan strictly in line with the same. Instructions for filling the Quality Plan format are given on the back of the format.
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

3. Copies of Vendor catalogues/drawings/standards/specifications/ procedures etc. as mentioned in reference document of the Quality Plan shall be furnished for approval.
4. In the Quality Plan, Vendor shall give in detail, the quality control checks exercised by him during the various stages of fabrication / manufacture such as:
 - a) All bought out items and incoming material checks carried out at sources and on receipt.
 - b) Process of manufacture i.e. welding, heat treatment etc.
 - c) Manufacture of various components, sub-assemblies and assembly.
 - d) Final Inspection and Testing including Performance Test at shop.
 - e) Surface preparation and painting.
 - f) Packing, Marking and Dispatch.

2.3 Inspection Agency:

Inspection of packages shall be carried out by agency as per below Inspection category of packages:

1. **Cat I:** - Inspection shall be done jointly by PVUNL & BHEL.
2. **Cat-II:** - Inspection shall be done by BHEL UNIT.
3. **Cat-III:** - Certificate of Compliance shall be furnished by Vendor.

Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party. For Inspection agency for various items, vendor may refer to Quality Plan.

2.4 Material Dispatch Clearance Certificate (MDCC)

1. PVUNL / PVUNL will issue MDCC to Vendor based on the QS Note/Report from the Inspection Agency.
2. Vendor will not dispatch any material before issue of MDCC by PVUNL/ PVUNL.
3. The satisfactory completion of these tests or the issue of MDCC, shall not bind PVUNL/ PVUNL to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

For Cat-I item, MDCC shall be issued by PVUNL/PVUNL and it's the responsibility of vendor to arrange MDCC from them, and original MDCC shall be attached with Invoice by Vendor for claiming payment from BHEL.

For Cat-II & Cat-III items, MDCC shall be issued by PVUNL/PVUNL, which shall be valid for vendor payment.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.5 GENERAL INSTRUCTION FOR DISPATCH:

6. No equipment / material shall be dispatched without prior consent of BHEL / PVUNL. Vendor shall dispatch the equipment / material only after receipt of “Quality Surveillance Note” and Material Dispatch Clearance Certificate (MDCC) issued by PVUNL / PVUNL.
7. Vendor shall notify in writing to site at least within 15 days in advance of shipment, the probable date, when the equipment / material shall be ready for dispatch.
8. Immediately after the shipment is made, necessary shipping / transport documents shall be sent by the vendor in accordance with the instructions of BHEL. The shipping documents / transport documents shall comprise of the following:
 - a) Bill of lading/ Railway Receipt / Lorry Receipt as applicable
 - b) Freight invoice
 - c) FOB/FOR Invoice
 - d) Packing List (No of copies as required)
 - e) Certificate of origin
 - f) Letter to Insurers
 - g) Quality Surveillance Note
 - h) Summary of Invoices (Original)
 - i) Guarantee/Warranty Certificate (Original)
 - j) Letter for Transit Insurance Cover
 - k) Tax Invoice (Original)
 - l) Abstract of Measurement (Original)
 - m) Delivery Challan (Original)
 - n) Packing List (Original)
 - o) MDCC with referred CHP and Inspection Offer List (Final Inspection)
 - p) CHP with referred Inspection Offer List (Black Inspection)
 - q) LR
 - r) E-Way Bill Receipt
9. The distribution procedure for the above documents shall be as per the “dispatch instructions”.

A. Consignee Address:

Construction Manager / BHEL Site office,
3x800 MW PVUNL STPP, Patratu

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Distt – Ramgarh (Jharkhand) Pin- 829119

Note:

1. Consignee address in LR should be strictly as per above.
2. Vendor to note that to effect “Sale in Transit”, BHEL shall issue “Delivery Note” to the Transporter for transferring the ownership from BHEL to customer (PVUNL).
3. Delivery note shall be carried by transporter along with other dispatch documents.

B. Road Permit Requirement: As per requirement.

C. Mode of Dispatch: By Road

Note: It is Vendor responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement and as per instruction of BHEL engineer.

D. Transit Insurance: In BHEL Scope

Prior dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR/RR copy, packing list / Challan indicating the items dispatched (with their weights.) A copy of above should be sent to BHEL Patratu site office (address same as consignee address).

E. Packing:

1. The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
2. Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate: -
 - a) Packing size.
 - b) Gross weight and net weight of each package.
 - c) Contents of the package with quantity of each item separately.

F. Transportation & Freight Charges:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.Owing to any reason, in case the Vendor has to resort to a mode of transport other than what was contemplated, to keep up the delivery / completion schedule incurring extra expenditure, such extra expenditure shall be borne by the Vendor.

2.Freight charges shall be borne by the Vendor.

2.6 MATERIAL RECEIPT CERTIFICATE:

Vendor shall arrange Material Receipt Certificate (MRC) at project site, duly signed by the BHEL / PVUNL/PVUNL Site Engineer, after receipt of the material at site and its physical verification.

2.7 SHORTAGES/DAMAGES:

Any shortages or damages during transit, transportation or handling at site, including at the time of erection and commissioning, shall be made good by the Seller/Vendor at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/replenished free of cost to enable the equipment to be put in service. Shortages in some cases shall also be replenished free of cost.

2.8 GUARANTEE FOR THE FINISHED GOODS

Vendor shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work **within a period of eighteen (18) months from the date of dispatch of last consignment**, Vendor shall do the necessary repair/rework or replace the defective items free of cost. Alternatively, the rework/replacement charges shall be recovered.

For Supply Contract

Vendor must be possessing established fabrication **work shop / factory** equipped with all kinds of T & P's and other necessary requirement for supply of finished material as per specification at their own cost Tentative requirement of Factory is stipulated in **Annexure - 7**. All other equipments and T&Ps (if required) for supply of finished material, shall be arranged by Vendor.

Important Notes:

- The scope of Permanent / Erection bolts, it is not in Vendor scope.
- Supply and fixing of Electro forged gratings is not in Vendor scope.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- Painting specifications attached in **Annexure-3 ,4 & 5** for All structural steel works including tubular sections shall be painted as per specification.
- All factory fabricated structures shall have bolted field connections.
- Splice is permitted only for longer length of members and at selected and approved location finalized during detailed engineering.
- Price quoted shall be inclusive of ODC Consignments, if any.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

3.0 TIME SCHEDULE & MOBILIZATION

3.1 Commencement of contract period and tentative schedule: -

Commencement of contract period shall be considered from the **July'22**. Fabrication of entire structures as per scope including surface preparation and application of primer paint shall be completed within **12 months** from the date of start of work. Vendor has to subsequently augment his resources in such a manner that the entire work is completed to achieve the following tentative schedule.

S. No	Description of Structure related to system	Completion from Date of Start
1.	Completion of Supplies	12 months

L-2 Schedule shall be prepared and submitted by Vendor for approval of BHEL.

In order to meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule requirements, Vendor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

3.2 STAGGERED DELIVERY SCHEDULE:

- 1) The vendor has to ensure sequential supplies as per as per priorities of BHEL/ PVUNL site requirements.
- 2) **L1 vendor has to supply at least 318 MT per month** and **L2 vendor has to supply at least 157 MT per month** to the PVUNL project site.
- 3) In case of delay in supply as per minimum delivery requirement of the contract, the LD/Penalty shall be applicable as specified in this tender.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

4.0 TERM OF PAYMENT

The progressive payment for supply on accepted price of contract value will be released as per the break up given hereinafter: -

4.1 Stages of progressive pro-rata payments

4.1.1 95% payment as per PO, Billing schedule/Price Bid, excluding GST shall be released within 45 days after receipt & acceptance of material at site and submission of following documents: -

- a) GST Complaint Invoice (1 Original + 2 copies)
- b) Copy of Intimation to Insurance Company
- c) LR copy (consignee address shall be BHEL Patratu site)
- d) Packing List
- e) Copy of Material Dispatch Clearance Certificate issued by BHEL.
- f) Guarantee Certificate - Original
- g) Material Receipt certificate by BHEL/site.

4.1.2 Structural steel material (Plates, Rolled sections, Tubular sections etc.) shall be billed separately at actuals to BHEL FSIP Jagdishpur & payment shall be made after verification by BHEL after considering allowable wastage as defined below. The cost of steel material shall be paid at actual against material invoices claimed by vendor subject to maximum of BHEL Framework Agreement/Rate Contract rates, which is finalized on quarterly basis. The BHEL steel rates for the previous quarter will be considered for this purpose.

Suppose that material is supplied (Invoice Date) by the vendor in Q3, then Q2 Steel Rate will be considered and if the Material is supplied by the vendor in Q4, then Q3 Steel Rate will be considered and so on.

In case if BHEL Framework Agreement is unavailable, BHEL FSIP Jagdishpur (1st priority) / any BHEL unit (next priority) rate finalized in the Quarter shall be considered for material cost calculation.

Allowable wastage: 4% (FOUR percent) of the theoretical consumption shall be considered. Wastage shall be considered as cut pieces and scrap material. Invisible wastage, if any, shall be considered to be included in the specified 4 % allowable wastage.

Vendor to submit Raw material Mill TCs, Invoices, PO Copies of procured material for this contract.

4.1.3 Applicable GST shall be released upon compliance of following documents:

- a) Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.

4.1.4 Balance 5% payment as per PO, excluding GST shall be released after completion of Trial operation or 18 Month from Last date of supply whichever is earlier. This shall be deemed as performance guarantee for the contract.

4.1.5 Paying Authority shall be BHEL FSIP Jagdishpur

TECHNICAL CONDITIONS OF CONTRACT (TCC)

5.0 LIQUIDATED DAMAGES/ PENALTY

- a) LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of any amendment/ revision, the LD shall be linked to the amended/ revised PO value.
- c) LR/ GR/ RR date for supplies shall be treated as the date of dispatch for levying LD. However, if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose.

6.0 RE-DISTRIBUTION OF CONTRACT QUANTITY

During execution, if the performance of vendor is not up to the mark in respect of delivery / quality performance, BHEL reserves the right to re-distribute the contract quantity. Such re-distribution will be as per discretion of the BHEL only. BHEL's decision in this regard shall be final and binding on the contractor.

7.0 RISK AND COST

In the event of vendor abandoning the work or delay in execution of work or denial to do the work, BHEL reserves the right, to get the unfinished work completed at contractor's risk and cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

8.0 WELDING, RADIOGRAPHY AND OTHER NON-DESTRUCTIVE TESTING, POST WELD HEAT TREATMENT

8.1 WELDING

- 8.1.1 INSTALLATION OF EQUIPMENT INVOLVES GOOD QUALITY WELDING, NDE CHECKS, POST WELD HEAT TREATMENT ETC. VENDOR'S PERSONNEL ENGAGED SHOULD HAVE ADEQUATE QUALIFICATION ON THE ABOVE WORKS.
- 8.1.2 THE METHOD OF WELDING WILL BE INDICATED IN THE DETAILED DRAWING/DOCUMENTS. BHEL ENGINEER WILL HAVE THE OPTION OF CHANGING THE METHOD OF WELDING AS PER SITE REQUIREMENT.
- 8.1.3 BEFORE ANY WELDER IS ENGAGED ON WORK, HE SHALL BE TESTED AND QUALIFIED BY BHEL / CUSTOMER, THOUGH THEY MAY POSSESS THE PREVIOUS CERTIFICATE. BHEL RESERVES THE RIGHT TO REJECT ANY WELDER WITHOUT ASSIGNING ANY REASON. ALL THE EXPENDITURE IN TESTING/QUALIFICATION OF VENDOR'S WELDER SHALL BE BORNE BY VENDOR.
- 8.1.4 UNSATISFACTORY AND CONTINUOUS POOR PERFORMANCE MAY RESULT IN DISCONTINUATION OF CONCERNED WELDER.
- 8.1.5 THE WELDED SURFACE SHALL BE CLEANED OF SLAG AND PAINTED WITH PRIMER PAINT TO PREVENT RUSTING, CORROSION. FOR THESE CONSUMABLES LIKE PAINT /PRIMER ETC WILL BE IN VENDOR'S SCOPE.
- 8.1.6 WELDING ELECTRODES HAVE TO BE STORED IN ENCLOSURES HAVING TEMPERATURE AND HUMIDITY CONTROL ARRANGEMENTS. THIS ENCLOSURE SHALL MEET BHEL SPECIFICATIONS.
- 8.1.7 WELDING ELECTRODES, PRIOR TO THEIR USE, CALL FOR BAKING FOR SPECIFIED PERIOD AND WILL HAVE TO BE HELD AT SPECIFIED TEMPERATURE FOR SPECIFIED PERIOD. ALSO, DURING EXECUTION, THE WELDING ELECTRODES HAVE TO BE CARRIED IN PORTABLE OVENS.

8.2 NON DESTRUCTIVE EXAMINATION:

- 8.2.1 VENDOR SHALL PROVIDE ALL RESOURCES AND MAKE ALL ARRANGEMENTS FOR THE RADIOGRAPHIC EXAMINATION OF WELDS FOR THIS WORK. FOR REASONS OF SAFETY,
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

INVARIABLY THE RADIOGRAPHY WORK WILL BE CARRIED OUT AFTER THE NORMAL WORKING HOURS AND CLOSE OF OTHER SITE ACTIVITIES ONLY. IN THIS REGARD, VENDOR HAS TO ADHERE TO THE SAFETY RULES / REGULATIONS LAID BY BARC AUTHORITIES FROM TIME TO TIME.

- 8.2.2 RADIOGRAPHY INSPECTION OF WELDS SHALL BE PERFORMED IN ACCORDANCE WITH REQUIREMENTS AND RECOMMENDATION OF BHEL ENGINEER. THE MINIMUM QUANTUM OF RADIOGRAPHIC INSPECTION SHALL BE AS PER PROVISION OF BHEL'S ERECTION DOCUMENTS. THEY MAY, HOWEVER BE INCREASED DEPENDING UPON THE PERFORMANCE OF THE INDIVIDUAL WELDER AT THE DISCRETION OF BHEL ENGINEER/BOILER INSPECTING AUTHORITY. VENDOR SHALL ALSO ARRANGE THE UT EQUIPMENT WITH RECORDING FACILITY AT HIS OWN COST. UT SHALL BE DONE AS PER REQUIREMENT OF BHEL / CLIENT. RECORDS OF UT SHALL BE PRODUCED & SUBMITTED TO AS PER SITE REQUIREMENT.
- 8.2.3 ALL X-RAY / GAMMA RAY FILMS OF WELD JOINTS SHALL BE PRESERVED PROPERLY AND BE HANDED OVER TO BHEL.
- 8.2.4 THE FIELD WELDED JOINTS SHALL BE SUBJECT TO DYE-PENETRANT/MPT/RT/ OTHER NON-DESTRUCTIVE EXAMINATION AS SPECIFIED IN THE RESPECTIVE ENGINEERING DOCUMENTS/ AS INSTRUCTED BY BHEL.
- 8.2.5 WHERE REQUIRED, SURFACE PREPARATION, LIKE SMOOTH GRINDING OF WELDED AREA, PRIOR TO RADIOGRAPHY SHALL BE DONE. IT MAY ALSO BECOME NECESSARY TO ADOPT INTER-LAYER RADIOGRAPHY/MPT/UT DEPENDING UPON THE SITE/ TECHNICAL REQUIREMENT NECESSITATING INTERRUPTIONS IN CONTINUITY OF THE WORK AND MAKING NECESSARY ARRANGEMENTS FOR CARRYING OUT THE ABOVE WORK. VENDOR SHALL TAKE ALL THIS INTO ACCOUNT IN HIS OFFER. THE REQUIRED NDT METHOD/PROCEDURE WILL BE DECIDED BY BHEL ENGINEER AT SITE.
- 8.2.6 FOR CARRYING OUT ULTRASONIC TESTING OF WELDING JOINTS OF LARGE SIZE, IT WILL BE NECESSARY TO PREPARE SURFACE BY GRINDING AND BUFFING A SMOOTH FINISH AND CONTOUR AS NECESSARY. VENDOR'S SCOPE OF WORK INCLUDES SUCH PREPARATION AS INCIDENTAL TO WORK.
- 8.2.7 NO SEPARATE PAYMENT FOR ANY NDE ACTIVITIES IS ENVISAGED. ACCORDINGLY, THE OFFERED RATE SHALL BE INCLUSIVE OF COST OF ALL NDE.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

8.3 HEAT TREATMENT:

- 8.3.1 FOR THE PURPOSE OF TEMPERATURE RECORDING OF STRESS RELIEVING PROCESS, THERMOCOUPLES HAVE TO BE ATTACHED TO THE WELD JOINT. THE NUMBER OF TEMPERATURE MEASURING POINTS AND LOCATIONS SHALL BE AS PER THE STANDARDS OF BHEL. THERMOCOUPLES HAVE TO BE ATTACHED USING CAPACITOR DISCHARGE TYPE PORTABLE THERMOCOUPLE ATTACHMENT UNIT. VENDOR SHALL ARRANGE SUFFICIENT NUMBER OF THERMOCOUPLE ATTACHMENT UNITS.
- 8.3.2 VENDOR SHOULD PROVIDE TEMPERATURE INDICATOR / TEMPERATURE RECORDER FOR MEASURING TEMPERATURE DURING PRE-HEATING FOR WELDING OR FOR CONTROLLING TEMPERATURE OF METAL FOR HOT CORRECTION ETC. THE TEMPERATURE RECORDERS SHOULD BE PREFERABLY OF SOLID STATE TYPE.
- 8.3.3 HEAT TREATMENT MAY REQUIRE TO BE CARRIED OUT AT ANY TIME (DAY OR NIGHT) TO ENSURE THE CONTINUITY OF THE PROCESS. VENDOR SHALL MAKE ALL NECESSARY ARRANGEMENTS INCLUDING LABOURER REQUIRED FOR THE SAME AS PER DIRECTIONS OF BHEL.
- 8.3.4 IN CERTAIN CASES ONLY THE PRE-HEATING OF WELD JOINTS MAY BE CALLED FOR.
- 8.3.5 FOR WELD JOINTS OF HEAVY STRUCTURAL SECTIONS, IF HEAT TREATMENT IS REQUIRED, THE SAME SHALL BE CARRIED OUT AS PART OF THE WORK.
- 8.3.6 CHECKING EFFECTIVENESS OF STRESS RELIEVING BY HARDNESS TESTS (BY DIGITAL HARDNESS TESTER OR OTHER APPROVED TEST METHODS AS PER BHEL ENGINEER'S INSTRUCTION) INCLUDING NECESSARY TESTING EQUIPMENTS IS WITHIN THE SCOPE OF THE WORK / SPECIFICATION.
- 8.3.7 PREHEATING, INTER-PASS HEATING, POST WELD HEATING AND STRESS RELIEVING AFTER WELDING ARE PART OF ERECTION WORK AND SHALL BE PERFORMED BY VENDOR IN ACCORDANCE WITH BHEL ENGINEER'S INSTRUCTIONS. WHERE THE ELECTRIC RESISTANCE HEATING METHOD IS ADOPTED VENDOR SHALL MAKE ALL ARRANGEMENT INCLUDING HEATING EQUIPMENT WITH AUTOMATIC RECORDING DEVICES, ALL HEATING ELEMENTS, THERMOCOUPLES AND ATTACHMENT UNITS, GRAPH SHEETS, THERMAL CHALKS, & INSULATING MATERIALS LIKE MINERAL WOOL, ASBESTOS CLOTH, CERAMIC BEADS, ASBESTOS ROPES ETC, REQUIRED FOR ALL HEATING AND STRESS RELIEVING WORKS.
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

8.3.8 ALL THE RECORDED GRAPHS FOR HEAT TREATMENT SHALL BE HANDED OVER TO BHEL/ IBR AUTHORITIES AND DUE CLEARANCES OBTAINED.

8.3.9 RESULTS OF THESE PROCESSES SHALL BE VERIFIED/ VALIDATED AS PER REQUIREMENTS OF BHEL / CLIENT.

9.0 PRESERVATION & PROTECTION OF COMPONENTS

At all stages of work, equipment's / materials in the custody of Vendor will have to be preserved as per relevant material IS code.

10.0 ENCLOSURES:

Annexure-1: List of Approved sources for Paint

Annexure-2: List of Approved sources s for Welding Consumables

Annexure-3: Painting Specification

Annexure-4: General Notes & Standard Details

Annexure-5: Color Coding Scheme

Annexure-6: List of Approved sources for Steel

Annexure-7: Tentative requirement of Tools and Facilities to be complied for fabrication



GENERAL TERMS AND CONDITIONS OF ENQUIRY

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Sl. No.	Description
1	General:
A	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., Jagdishpur (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary terms and conditions of enquiry, if any, will override the conditions in this annexure.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Through E- procurement-
	<ol style="list-style-type: none"> 1. Offer shall be submitted by the bidders in single / two parts as called in Tender enquiry. 2. Bid Part - I Technical cum Commercial bid Bid Part - II Price bid 3. Suppliers shall quote price on BHEL/authorised third party service provider e-procurement site. Any deviation from the price format shall be clearly brought out in the offer Bid part-I. <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. Bidders to put sign and seal on all the uploaded documents. The quotation should be uploaded on the site before due date and time.</p> <p>Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.</p>
B	Through Tender Room
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. 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. 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.
B2	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two part Bid, technical bid containing technical offer, mandatory documents filled-in & signed; and un-priced copy of the tender 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 Box, Administrative Building BHEL FSIP, Industrial Area Jagdishpur, Dist. Amethi-227817, (U.P.) India. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender box of BHEL FSIP Jagdishpur by 15.00 PM IST on the enquiry due date.
B3	Offer received after 15.00 PM IST of the due date will be termed as "Late Tender" and shall not be considered.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 15.00 PM IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	Commercial Conditions quoted by the vendor 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.
D	<p><u>Wherever Reverse Auction is called for</u></p> <p>REVERSE AUCTION (RA): "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do (es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p><u>Wherever Reverse Auction is not called for</u></p> <p>PRICE BID OPENING: Tender shall be finalized via price bid opening of all the techno-commercially qualified bidders in place of RA.</p>



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	Price bid should contain only price of item. Anything other than price of item shall be invalid. <i>Tender finalization mode (RA or Price bid opening) shall be specified in Special / supplementary terms and conditions of enquiry.</i>
E	The goods offered shall confirm 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. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
F	Offers shall be submitted directly by vendor or his authorized agent only. Unsolicited offers shall be summarily rejected.
G	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 acceptable bidder(s) only shall be opened on the assigned date.
H	In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail.
I	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
J	Wherever the enquiry is issued to unregistered vendor, the bidder shall visit ' www.bhel.com and online filled up "Supplier Registration Form" on BHEL link (http://supplier.bhel.in) along-with all the supporting documents to be submitted.
K	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor (Four non responses) may lead to his deletion from BHEL's approved vendor list.
L	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.
M	Goods shall be consigned to Store Officer, BHEL, FSIP, IA Jagdishpur Dist- Amethi (U.P.) India, unless otherwise specified in the PO.
N	All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website (www.bhel.com)/ https://eprocure.gov.in/epublish/app/ https://eprocurebhel.co.in/nicgep/app eProcurement website only.
O	In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
P	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 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. BHEL can also award order to L1 bidder/counter offer accepted bidders in case any bidder is not supplying/delaying the supplies and in this case the distributed quantity shall not be considered in loading share. The loading of Order shares on suppliers will also be subject to their performance (Quality, Delivery and Service) for the supplies made against Purchase Orders. The suppliers with consistence good performance will be preferred over poor performance supplier and encouraged with more order share. Depending upon performance in supplies BHEL shall go to redistribute the pending orders/shares of poor performer to other suppliers whose performance in supplies is better.
Q	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 tendering process, will lead to rejection of the bid, <i>besides BHEL taking appropriate punitive action as deemed fit.</i>



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R	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
S	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.
3	Delivery Terms
A	Indigenous Purchase
	Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry.
B	Foreign Purchase — Imports
B1	<ol style="list-style-type: none"> 1. 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 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) & Break-bulk Cargo at Mumbai (MPT). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. 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 www.bhelbpl.co.in for details of named Air ports and Sea ports. Name of the gateway port so chosen by the Seller shall be indicated by the Bidder in his offer.
B2	<ol style="list-style-type: none"> 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 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 Seller's account.</u>
4	Vendor's particulars & logistics information (Bidder to give details against each of the provisions)
A	Name of the vendor's executive to deal with this tender / project
B	E-mail address of the contact person
C	Telephone no. of the contact person
D	Name of location from where the goods shall be offered for inspection and dispatch
5	Additional logistics information for Imports
A	Bid currency
B	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
C	Name of Airport in the country of dispatch for FCA delivery terms
D	Estimated number, type & size of containers for delivery of tendered



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	quantity (applicable where the goods are to be sent in FCL)	
E	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)	
F	Approx. distance in km. from Vendor's works to Port of Loading	Sea port /Air port
6	Delivery Schedule & Completion date	
A	<ul style="list-style-type: none"> • 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. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. • 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. • BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery. • In case of unsatisfactory performance on quality / delivery BHEL will have right to discontinue the contract in part or full. 	
B	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.	
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery 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, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.	
8	Force Majeure	
	<p>Notwithstanding anything contained in the contract, neither the Seller 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 Seller; 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 Seller or the Purchaser has no control.</p> <p>The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller 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 Seller to claim any increase in the price on whatsoever account.</p> <p>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.</p>	
9	LD/Penalty for delayed performance.	
A	<p>Subject to force majeure conditions,</p> <p>I. LD shall be 0.5 % of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.</p>	



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	<p>II. In case of staggered delivery schedule, LD shall be 0.5 % of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine / BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.</p> <p>III. In case of any amendment/ revision, the LD shall be linked to the amended / revised PO value.</p> <p>Any deviation from the above LD clause shall be specified separately in the NIT.</p> <p>Any loading on LD/penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value). The same shall be intimated separately prior to price bid opening.</p> <p>Note: “Recovery of LD will include GST as applicable”.</p>
	In case the contractually agreed delivery date falls on a holiday in BHEL FSIP Jagdishpur, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
B	Risk Purchase
	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source (s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.
10	Indian Agents and Agency commission
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign 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.
B	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 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.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid 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.
D	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:
A	Indigenous Purchase
	Seller shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order.
B	Foreign Purchase — Imports
	<p>A. Vendor to share immediately Bill of lading with Import Invoice and packing list of material at mssea@bhel.in and incorporate following detail in the bill of lading:</p> <p>a. Import & export Code (IEC) of importer;</p> <p>b. GST Identification No (GSTIN) of importer;</p> <p>c. Official email id of importer (to be used for correspondence by shipping lines and Customs) – mssea@bhel.in to be included.</p> <p>B. 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.</p> <p>1. Express / Original 'Clean on board' Bill of Lading / AWB.</p> <p>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.</p>



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	<p>3. Original Certificate of Country of Origin issued by Chamber of Commerce.</p> <p>4. One set of Original Test Certificates and O&M Manual where called for.</p> <p>5. Fumigation / Phyto Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</p> <p>6. Supplier should additionally forward 2 sets of original documents mentioned at point 1 to 5 along with original bill to Lading through any international courier service / registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>(i) AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA E-mail: mssea@bhel.in</p> </td> <td style="width: 50%; vertical-align: top;"> <p>(ii) SDGM (FIN) Administrative Bldg. BHEL, FSIP, IA Jagdishpur Amethi, 227817, UP, India E-mail : shashi.kumari@bhel.in</p> </td> </tr> </table> <p>And confirm forwarding details to DGM (MM), BHEL, FSIP, IA Jagdishpur 227817, Amethi , UP, India at nasaifi@bhel.in /pk Yadav@bhel.in/vjain@bhel.in.</p> <p>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 nasaifi@bhel.in & vjain@bhel.in (for sea 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.</p> <p>In case any discrepancy is raised by bankers / BHEL with respect to documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p>	<p>(i) AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA E-mail: mssea@bhel.in</p>	<p>(ii) SDGM (FIN) Administrative Bldg. BHEL, FSIP, IA Jagdishpur Amethi, 227817, UP, India E-mail : shashi.kumari@bhel.in</p>
<p>(i) AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA E-mail: mssea@bhel.in</p>	<p>(ii) SDGM (FIN) Administrative Bldg. BHEL, FSIP, IA Jagdishpur Amethi, 227817, UP, India E-mail : shashi.kumari@bhel.in</p>		
C	General		
	<p>1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</p> <p>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</p>		
12	Pricing Terms:		
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation / increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.		
13	Price Validity :		
	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:		
A	Vendor to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.		
B	Vendor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.		
C	Vendors to declare filing of timely returns and GST remittance / likely remittance / ITC adjustment along with invoice.		
D	Vendor to submit invoices compliant with GST invoice Rules		
E	Vendors 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 vendors shall be borne by them and shall be adjusted / recovered from the vendors. 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.		



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F	Vendor to ensure TAX INVOICE submission along with consignment
G	<p>In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, vendors 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 vendor on submission or delivery of material / services the same shall be passed on to them.</p> <p>In respect of free issue material by BHEL, vendors 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 vendor, the additional financial implications on BHEL shall be passed on to the vendor.</p>
H	Vendors to provide the applicable HSN / SAC codes as called for in the enquiry
15	Taxes & Duties - Foreign Purchase — Imports
	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	Payment Terms-
A	Indigenous: 100% payment in 90 days of receipt (45 days for MSE including NSIC / Udyog Aadhar/UDYAM/EM-II/DIC along with valid CA certificate, registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO.
B	Foreign: 100% direct Payment payable on 90 th day of B/L / AWB.
	<p>Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded as per below point:</p> <p>(i) 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%' shall be considered for loading for the period of relaxation sought by bidders.</p> <p>(ii) Wherever LC payment terms are not offered in NIT and the same is insisted by bidder(s), all LC related bank charges to be incurred by BHEL shall also be loaded.</p> <p>(iii) In case of deviation w.r.t. LC payment terms offered in NIT, the loading shall be done for all LC related bank charges to be incurred by BHEL.</p>
C	<p>Foreign vendors to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats in either Annexure A or B whichever is applicable as per their transaction entered into with BHEL.</p> <p>In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.</p>
D	Foreign vendors to submit Tax Residency Certificate (TRC) & Form 10 F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the vendor as a declaration.
17	Inspection of Goods
A	The Seller 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.
B	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and Workmanship / Surveillance Audit at Seller'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 Seller from his obligations under the contract.</p> <p>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.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>



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C	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.
D	All costs related to inspections and re-inspections shall be borne by the Seller. 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 vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
E	<p>REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:</p> <p>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</p> <p>or</p> <p>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier there after.</p> <p>or</p> <p>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.</p> <p>In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p>or</p> <p>d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase.</p> <p>or</p> <p>e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.</p> <p>or</p> <p>f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 45 days from the date of intimation of rejection or 30 days after receipt of the intimation of rejection whichever is earlier. If vendor 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.</p>
	<p>REJECTION: The supplier shall arrange replacement/repair within one month from the date of rejection intimation upon failure on supplier's part to comply. BHEL will take whatever appropriate action they may think fit in addition to repair/return of rejected material at the cost and risk of the supplier.</p>
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
	<p>Manufacturer's works test / infection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.</p> <p>In case the defects attributable to Seller are detected during processing of the goods at purchasers/ his subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by the purchaser.</p>
19	Evaluation and Loading Criteria:



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	<p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total 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 holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>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 vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account.</p>
	The evaluation currency for this tender shall be INR.
20	Variation of orders
	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Jagdishpur.
21	Sub-contract
	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting 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
	<p>A) Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor / supplier against bills.</p> <p>B) For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</p>
23	Safety clause for Purchase Orders
	<p>The vendors 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.</p> <p>The vendor shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected.</p> <p>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.</p>
24	Non-Disclosure Agreement
	<p>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 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. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for anv infringement of the provisions contained herein.</u></p>
	<p>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.</p>
25	Settlement of Disputes & Arbitration
A	All questions / interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.



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C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	<p>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 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 proceedings under this clause. The seat of arbitration shall be Lucknow.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Lucknow shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>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.</p>
	<p>In case of Contract with Public Sector Enterprise (PSE) or Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
E	The Seller 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 Contract including Arbitration proceedings. The competent Courts at Lucknow in the State of Uttar Pradesh, India shall have sole jurisdiction.
27	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG) / Security Deposit (SD)-(If applicable)
A	Wherever PBG/SD (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	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.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value / validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
29	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) — Indigenous Purchase
A	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.



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B	<p>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 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% out of 25% quantity, 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).</p> <p>Special provision for Micro and small enterprises owned by Women in following cases: - 3% reservation for women owned MSEs under following conditions</p> <ol style="list-style-type: none"> i. In case of Proprietary MSE, proprietor is woman. ii. In case of partnership MSE, the woman partner is holding at least 51% share in the unit. iii. In case private limited companies, at least 51% share is held by woman promoters. <p>In case of indivisible tender the full quantity shall be awarded to L1.</p>
C	<p>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.</p>
D	<p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. 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 documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer</p>
30	<p>Integrity Pact (IP) — Independent external monitors (IEM) For tenders in which integrity pact is applicable, following points stand valid :</p>
A	<p>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.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along 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.</p> <p>Name : ----- Address : ----- mail : -----</p> <p style="text-align: right;">} As indicated in NIT / enquiry :201__</p>
B	<p>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.</p> <p>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.</p>
31	<p>Fraud Prevention Policy : The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
32	<p>GSTN nos. of vendors as well as GSTN No of BHEL must be mentioned on the invoices/bills of the materials. Please note that correct HSN code as well as rate of GST be mentioned in the invoice/bills.</p>
33	<p>BHEL FSIP GSTIN Reg. No: 09AAACB4146P22C State Code: 09 (Uttar Pradesh)</p>



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34	<p>(a) Right of Acceptance: BHARAT HEAVY ELECTRICALS LIMITED JAGDISHPUR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.</p> <p>(b) Right of Rejection /Non- Placement of PO: BHEL reserves the right to accept the offers in part or in full or cancel the Tender enquiry/PO without assigning any reason.</p> <p>(c) Wherever BHEL business interest will contradict with any supplier, offer of that supplier may be rejected.</p>
35	<p>Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Integrity commitment, performance of the contract and punitive action thereof :</p>
A	<p>Commitment by BHEL : 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.</p>
B	<p>Commitment by bidder / Supplier / Contractor :</p> <ul style="list-style-type: none"> - 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 reasonable cause, which causes loss of business / money / reputation to BHEL.
C	<p>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.</p>
d	<p>Defaulter suppliers shall be treated as per Guidelines for Suspension of the Business Dealing with suppliers/contractors.</p>
36	<p>Deviation: Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.</p>
37	<p>Benefits earmarked to suppliers for Purchase under ' MAKE IN INDIA'</p>
	<p>Compliance to MAKE IN INDIA circular issued by GOI: "For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for 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" (Format Attached).</p>
	<p>As part of minimizing import content, Government of India, vide order no P-45021/2/2017-B.E.-II dated 15.06.2017, under the subject – Public Procurement (Preference to Make in India) -- has set the initiatives to encourage and promote indigenously manufactured goods within India and services provided by sources within India. . In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local suppliers) are given purchase preference and are entitled to benefits in the tender</p>
A	<p>Definitions</p>
(i)	<p>Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value , in percent . Presently, the minimum local content required is</p>



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	50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
(ii)	Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.
B	Conditions under which preference is given
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs 50 lakhs, provisions of 37(B) (ii) and 37(B)(iii) shall apply.
(ii)	If the procurement of goods are not covered by 37(B)(i) and are divisible in nature, the following procedure shall be followed :
a	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
iii	If the procurement of goods are not covered by 37(B)(ii) and are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed :
a	If L1 is a local supplier, the order shall be awarded to local supplier
b	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1 price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may be awarded to the L1 bidder.
C	Exemption of small purchases
	Notwithstanding anything contained at clause 37B above, procurements where the estimated value of procurement is less than Rs 5 lakhs are exempt and purchase preference shall not be accorded in such cases.
D	Verification of local content
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.



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(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of Business dealings with Suppliers
E	In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.
38	Model Clauses for Tenders
I	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
II	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
III	"Bidder from a country which shares a land border with India" for the purpose of this Order means: -
a	An entity incorporated, established or registered in such a country; or
b	A subsidiary of an entity incorporated, established or registered in such a country; or
c	An entity substantially controlled through entities incorporated, established or registered in such a country; or
d	An entity whose beneficial owner is situated in such a country; or
e	An Indian (or other) agent of such an entity; or
f	A natural person who is a citizen of such a country; or
g	A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
IV	The beneficial owner for the purpose of (iii) above will be as under:
1	In case of a company or limited liability Partnership, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation –
A	"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company
B	"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements of 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 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 of capital of 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 trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
V	An agent is a person employed to do any act for another, or to represent another in dealings with third person.
39	Conciliation
	BHEL and bidder agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the terms & conditions of order, which the parties are unable to settle mutually), arise inter-se the parties, the same may, be referred by either party to Conciliation to be



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	<p>conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL panel of Conciliators</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.</p>
40	Clause for Suspected Cartel Formation
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
41	<i>Important Note: The bidder will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in same tender, so as to eliminate the possibility of cartel formation. Format for declaration is attached.</i>
42	Submission of Performance Security for execution of the contract
	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 (SB/ 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 I contract, from the bills along with due interest.
43	<u>If supplier does not mention against any terms of "General Terms and conditions", "Special/supplementary terms and conditions" and NIT terms. It shall be summarily concluded that respective terms are acceptable to supplier and no further clarification shall be asked.</u>

PREFERENCES/BENEFITS FOR MSEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

1. The tender documents shall be issued free of cost to MSEs.
2. MSEs are exempted from payment of Earnest Money Deposit (EMD).
3. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 25% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionately to the tender quantity. For availing the advantage of L1+15%, bidder to provide the MSME certificate prior to price bid opening.

Under above following provision is categorised as below:

- **Special provision for Micro and small enterprises owned by SC or ST: -**

Sub target of 25% (i.e. 6.25% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises.

- **Special provision for Micro and small enterprises owned by Women in following cases: - 3% reservation for women owned MSEs under following conditions**
 - i. In case of Proprietary MSE, proprietor is woman.
 - ii. In case of partnership MSE, the woman partner is holding at least 51% share in the unit.
 - iii. In case private limited companies, at least 51% share is held by woman promoters.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (Five years from date of issue of acknowledgement in EM-II) or valid NSIC certificate/ DIC certificate/ Udyog aadhar or EM-II certificate along with attested copy of a CA certificate (format enclosed as per annexure-I where deemed validity of EM-II certificate of 5 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part-I in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. MSE status of such suppliers shall be shifted to non MSE supplier till the supplier submits the documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

ANNEXURE- I

Certificate by Chartered Accountant on Letter Head

This is to Certify that M/s.
(Hereinafter referred to as 'company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-IIdated: Category: (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

I. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs.Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

RsLacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

DECLARATION BY VENDOR

We declare that the following family firms or sister concern affiliates/subsidiary firms are participating in the tender No

1.

2.

3.

.....

I, hereby declare on behalf of M/s and the 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 & Sign)

Self-Declaration on Class I/Class II/Non Local under Make in India
(Valid for tender value greater than or equal to 5 Lakhs and Less than or equal to 10 Crores)

I, hereby declare on behalf of M/s that my firm is under Class I ()/Class II ()/Non Local () as per Make in India Government Preferences.

(.....)

For M/s

(Seal & Sign)

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____
Outsourcing/FSIP/03 dt 05/04/2022
 _____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

P. Mishra
05.04.2022

For & On behalf of the Principal
(Office Seal) **P. K. MISHRA**
उप प्रबंधक (सामग्री प्रबंधन)
Dy. Manager (Material Management)
मेल/ एफ.एस.आई.पी. जगदशपुर, अमेठी (उ.प्र.) 227817
Place BHEL (F.S.I.P.) Jagdishpur, Amethi (U.P.) 227817
Date Jagdishpur
05/04/2022

Witness: *[Signature]*
(Name & Address) *RAJESH KUMAR*
BHEL, Jagdishpur

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

Witness: _____
(Name & Address) _____