

**TENDER DOCUMENT**

Issued by Bharat Heavy Electricals Limited, Bhopal Ancillary and Subcontracting dept. (Group 29/69)

**FOR SUPPLY OF TRANSFORMER ENDFRAMES ON FINISH/ MIX BASIS****TECHNICAL ASPECT**

1.1 The scope of work covered in this enquiry is fabrication of endframe with PVC clause as per our drawings on finished/ mixed basis using vendor's own material or material issued by BHEL (as per the case/ requirement) in form of SS Plates (AA10739/ AA10740), HTS Plates (AA10122), J4 Plates (D40S), Engineering materials (690QL/ 780 LE & Copper) etc. The above special material issued can be issued by BHEL as per the case/ requirement & availability. In case, free issue material issued by BHEL, weight of FIM shall be deducted from CRX weight. Other charges as applicable (already fixed in NIT at clause 10.4). For submission of rate, refer clause 10 of annexure 1D.

Technical scope shall be as per Annexure 1A (at the time of PO placement). However rate to be offered as per sample drawing of enquiry, but it is only for guidance & not exhaustive. Vendor has to take all the necessary care & deliver the item to satisfy relevant quality standards applicable for product as per refer drawings, standard drawings & documents. End Frames shall be supplied in painted condition, as specified in the purchase order/ annexure's. The activities mentioned below shall be in the scope of vendor:-

- Material (in line with annexure), bar material, consumables, facilities, measuring equipment etc., required for fabrication, paint film thickness test etc called in BHEL drawings except for helical inserts.
- All machining operations- Bending/ Forming/ slot cutting/ milling etc., called in the drawing for the items; as well as assemblies shall be in the scope of vendor, including items i.e. lifting pin, screw for dashpot guide, tightening nut for bottom pins, slots on clamp plate, inner and outer band in C channel type end frame design, other hardware's as applicable etc.
- All other requirements, to satisfy relevant quality standards applicable for fabrication of such product.

1.2 Vendor should ensure that the supplies are as per the latest drawings, DCA's, MID's (if issued), approved QA Plans and other related documents (as applicable). The vendor should also ensure that latest revisions of these documents are collected by them from BHEL, time to time. They should obtain necessary certification about the latest revision at their B2B portal from time to time (especially before activities such as final welding, matching & dispatch) and the same to be duly certified by inspection agency. Efforts will be made to supply all possible documents by BHEL along with purchase order. QA plans of customers and their latest revisions shall be applicable on the day of execution/ realization.

**2. MATERIAL:** Raw material should be procured from customer-approved source only. Otherwise, BHEL PMD will be followed. Confirmation to be taken from indenting/ engineering department in case of any discretion.

2.1 Shipping beam/ Transport beam in case if required will be free issued by BHEL and weight shall be deducted from CRX weight. In case special material are to be issued (In line with Annexure 1A & 1B will be issued at the time of PO placement) in such cases weight of free issue items will be deducted from final weight of assembly / SRV weight of End Frame assembly. Gate pass of material issued shall be as per latest GST Rules. If any tax liability due to delay supply on free issue material shall be in vendor account.

2.2 End frames are combined fabrication of Mild Steel, High Tensile (HTS), Stainless Steel (SS), J4 (D40S) & Copper (in some cases). However, in case of free issue material the same will be issued after final cutting as per the drawing hence scrap generation will be negligible as it lies in form of powder, chips etc.

2.3 In case of painting, epoxy painting shall be done as per BHEL Product Standard TR 10005P Sl. No. 20 & 22. The paints along with matching thinner (TRE specification) will be procured from BHEL approved vendors only.

2.4 Customer inspection co-ordination (if applicable) will be done by the vendor through BHEL Quality/ TPI as per existing practice.

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**4. SHOT BLASTING/GRIT BLASTING & PAINTING:** All grinding work is to be completed before shot blasting with soft grinder. Deep grinding marks to be avoided. All the threaded portion to be protected by putting suitable caps and nylon plugs on tapped items, all machined surface to be protected before shot blasting.

#### **4. TESTING REQUIREMENT**

4.1 Only tested and approved materials are to be used [in line customer approved source (if applicable) OR BHEL PMD]. MS material (AA10108) shall be tested in line with TR 30141T. Necessary checks in line with customer approved quality plan (if applicable) is to be followed in addition to BHEL Standard quality plan for fabricating End frame assembly.

4.2 NDT (if applicable) shall be carried out by BHEL approved personnel/ agencies. The details of agency carrying out NDT shall be intimated by Vendor to BHEL NDT division/ third party inspection for their approval.

4.3 Vendors have to arrange for radiographic test at their works as per customer's QAP/ BHEL drawings (if applicable).

**5. QUALITY REQUIREMENTS:** - Quality requirements mentioned below are only for guidance and not exhaustive. Supplier has to take all necessary care and deliver the item to satisfy all relevant quality standards applicable for such product. Following check list needs to ensured:-

- Transformer core plate and End frame checklist (Checklist No. QC/TCB/EF/01 with latest revision)
- Reactor core & Clamp plate checklist (Checklist No. QC/TCB/EF/02 with latest revision)
- Individual hole dimensions of end plate and pin OD and the resulted clearance to be recorded in prescribed format already in practice.
- Specific checklist if issued by TRE (in certain projects) will be applicable.
- Finally inspection by the BHEL inspection team after routine inspection by QIX/TPIA

5.1 Inspection co-ordination will be done by the vendor through concerned inspection agencies as per existing practice. Prior/ advance notice is to be given by the vendor for necessary & timely allocation of the inspection (if applicable).

5.2 End frames shall be matched with all items and inspected at vendor works as per the drawing/ TRM requirement & the approved QAP. All welding shall be done as per BHEL/ Customer approved WPS (Welding Procedure Specification) and ASME section IX qualified welder.

5.3 End frames shall be free from shots, dust, weld slags and other foreign materials from inside & outside surfaces. This has to be ensured strictly. Penalty/ deductions will be imposed for non-compliance

5.4 Material identification, co-relation etc. shall be done as per QA plan & standard practice of BHEL. In any case, vendor shall have to keep complete record of material identification and test certificate co-relation as per quality system for review.

5.5 Endframe and other fabricated components shall be free from shots, dust, weld slag and other foreign materials.

5.6 All Tapped holes must be cleared by vendors at their works to avoid re-tapping at BHEL. The tapped holes shall be thoroughly cleaned after application of third tap to remove any burr, chips, paint etc. QC must ensure this operation after final painting and before dispatch to BHEL. Tapped holes meant for hot dip galvanized hardware's shall be tapped oversize as given in table 1 of IS 1367 Pt III. For bigger size hole such as. 110 mm diameter, thick and strong polythene sheet will be put to cover them to prevent entry of dust, dirt, and other foreign materials.

5.7 Items, having male threading shall be protected using PVC tube. All tapped holes shall be blanked with insulation adhesive tape/ plastic plugs. For bigger size holes e.g. 110 mm dia & above, thick and strong polythene sheet will be put to cover them which will be sealed using insulation adhesive tapes/ clamps to avoid ingress of moisture and dust during transportation. No grease shall be applied. All inside/ outside threads, machined surfaces are to be duly protected with suitable means during shot blasting, painting and transportation.

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5.8 All loose items like feet's, cross beams, side plates etc should be packed in bubble polythene & Lifting all pins should be tightened with End frames with proper identification.

5.9 Care should be taken during loading/ unloading of items on trolley at supplier's end & BHEL to avoid damage to painted surface. BHEL will take extra care during unloading of the job.

5.10 Drilling to be done by flat nose tip only to avoid puncher on main plate.

5.11. Painting is to be carried out in dedicated painting area.

5.12 Checklist duly signed covering all items, their dimensions; quantity etc should be furnished to QC.

5.13 Stage inspection should not be skipped, in case it is skipped deduction will be imposed as established in QDRC.

**6. MATCHING REQUIREMENTS:** Following matching criteria shall be adopted:-

6.1 Complete matching of HV part with LV part may be ensured with all the matching counterparts such as clamp plates, foot assy, cross beams, locking arrangements, end tie plates etc.

6.2 QC should ensure all items & fitting on HV & LV part are as per drawings & within tolerance.

6.3 Photographs of all matching work of assemblies shall be presented along with SRV as proof.

**7. MISCELLANEOUS REQUIREMENTS:-**

7.1 Dispatch clearance shall be given after inspection at vendor's works. However, final acceptance will be given only after proper assy. of active part inside tank at BHEL works.

7.2 End frame assemblies shall be manufactured maintaining the fabrication tolerances called in the drawings.

7.3 Painting & related quality checks shall be done as per process/ specification called in the drawings/ MID's.

7.4 Suppliers to ensure to maintain weld sizes using weld checking gauges. Any lumps, scars or under cuts etc. are ground smooth for neat appearance.

7.5 To ensure desired aesthetics all sharp points cut edges dents etc. shall be grounded smooth wherever radius or rounded off is called in drawing; it should be ground as per drawing without any surface defect.

7.6 Supplier to put proper identifications covering-work order, project, vendor's name & PO details at a suitable location by contrast paint and hard punch mark.

7.7 End frame shall be free from shots, dust, weld slags and other foreign materials from inside & outside surfaces. This has to be ensured strictly. Penalty as per QDRC will be deducted.

7.8 Suppliers to ensure scratch free and good aesthetics delivery of endframe to BHEL. Penalty will be imposed for quality related issues in painting like paint peel off, de-colourization etc. Penalty as per QDRC will be deducted.

**8. ORDERING PROPOSAL:**

8.1 Total Contractual requirement against this enquiry is for 565.18 MT.

8.2 Contract shall be established with **04 vendors only**.

8.3 Requirement of endframe is project & customer oriented. The same may range from 2 MT -12 MT.

8.4 Minimum available capacity of 20 MT (on monthly basis i.e. ordering of end frame shall be governed with a minimum order of 20 MT per month) may kindly be ensured at vendor's end & accordingly PO will be placed.

**9. DELIVERY REQUIREMENT**

9.1 Final delivery (minimum) shall be **10 weeks** (including final clearance from the Committee) from date of issue of PO or in line with TRM/ Project requirement (reflected in indent) as the case may be. However, final delivery as computed (against purchase order) will be effected w.r.t FIM as per case mentioned below:-

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4 weeks from date of issue of free issue materials or PO delivery whichever is later.

- 2 weeks (in case of COPPER), or PO delivery whichever is later.
- 2 weeks from the issue of additional drilling information (if applicable) or PO delivery whichever is later.
- Channel/ Shipping beam is issued only for supporting purpose for transit & dispatch upto Bhel, as such its issuing will not having any implication in scheduled delivery.

9.2 Necessary exemption in delivery will be entertained under following provisions:-

- In case the project undergoes drawing revisions then PO delivery in such cases will be computed 7 days from the date of last revision issued by BHEL.

9.3 Delivery mentioned in the purchase order can be preponed/ postponed as per the project schedule & TRM requirement. Accordingly, supplier will be required to meet the revised delivery schedule. Early delivery of end frame assy. is acceptable.

9.4 In case of mixed basis jobs normally the vendors are expected to lift material in time without any reminders from BHEL.

## **10. RATES & OTHER CHARGES**

**10.1 Vendor has to submit the rate in Rs. Per kg with vendor's own material considering the job as MS inclusive of epoxy painting & shot blasting as per the drawings, QA plan, annexure & other relevant documents etc.**

Rates quoted may be inclusive of To & Fro transportation charges (lifting raw material from BHEL BHOPAL and supply of finished material up to BHEL BHOPAL) shall be in the scope of vendor.

10.2 Job may have SS Plates (AA10739/ AA10740), HTS Plates (AA10122), J4 Plates (D40S), Engineering materials (690QL/ 780 LE & Copper). The above special material issued can be issued by BHEL as per the case/ requirement & availability.

Accordingly, charges will be disbursed in line with 10.4 for following cases:-

<b>ADDITIONAL CHARGES</b>	
If material is not issued by BHEL	If material is issued by BHEL
Charges will be paid for material + welding	Charges will be paid for welding of FIM by Bhel
Charges will be as per <b>Clause 10.4 A (1-5)</b>	Charges will be as per <b>Clause 10.4 A (7-9)</b>
Charges as per Clause 10.4 A (6, 10 & 11) will be applicable as per the requirement of end frame assembly.	
Shipping beam (Channel) if required will be free issued by BHEL ; due to shipping req no charges will be applicable.	

10.3 Quoted rates should be valid for ordering for 90 days from the date of tender opening. Offers received with validity period less than 90 days will be liable for rejection.

10.4 For payment of other charges to cater different types of requirements i.e. additional work other than clause 10.1 by different customers following rates are to be referred, vendors are not allowed to make any change in any of the rates:-

<b>A</b>	<b>Additional Charges (Covering Process &amp; Material Charges)</b>	
1	Additional charges for Stainless steel parts (material + welding i.e. difference in rate of SS-304 and MS material)	248.44 Rs/ Kg
2	Additional charges for Stainless steel parts (material + welding i.e. difference in rate of SS-316 and MS material)	

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3	Additional charges for High tensile steel part (material + welding i.e. difference in rate of HTS and MS material) HTS material is to be arranged by vendor		50.30 Rs/ Kg
4	Additional charges for J4 parts (material + welding i.e. difference in rate of J4 and MS material)		199.60 Rs/ Kg
5	Additional charges for COPPER (material + welding i.e. difference in rate of Copper and MS material)		756.35 Rs/ Kg
6	Radiographic Testing charges per meter length		Rs 2366.00
7	Additional charges for welding special class material i.e. HTS & Alloy steel which will be issued free in case of need ( Cl no.2.2 of Annexure I)		37.04 Rs/ Kg
8	Additional charges for welding special class material i.e. <b>Copper</b> which will be issued free in case of need ( Cl no.2.2 of Annexure I)		173.16 Rs/ Kg
9	Additional charges for welding special class material i.e. SS(304/ 316/ J4) material which will be issued free in case of need ( Cl no.2.2 of Annexure I)		74.62 Rs/ Kg
10	Ultrasonic Testing charges per meter length	10 to 30 mm plate	Rs. 348.00
		31 to 60 mm plate	Rs. 378.00
		61 to 99 mm plate	Rs. 2486.00
11	Additional Charges for special machining (especially in case of slot cutting on clamp plate via milling with respect to specified material)	AA10108/AA10122	1.33 Rs/ mm
		HITEN780LE/ 690 QL	2.00 Rs/ mm
		AA10740/ J4	2.67 Rs/ mm

**BHEL SHALL RESERVE THE RIGHT TO CONDUCT QUALITY AUDIT OF VENDORS AND COMPLIANCE OF SAME WITHIN REASONABLE TIME IS TO BE ENSURED BY VENDOR FOR GETTING FURTHER ORDERS**

**GENERAL NOTES DRAWING 34997000093 & 34997000095 TO BE REFERRED IN EACH CASE OF FABRICATION OF END FRAME ASSEMBLY**

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**PQR: PRE-QUALIFICATION REQUIREMENT FOR PROCUREMENT OF FABRICATED END FRAME FOR POWER TRANSFORMER TANKS:-**

Bidders are required to submit complete set of documents pertaining to Pre-qualification Requirement (PQR) along with their offers. Failure to meet the PQR will render the bid to be summarily rejected. Pre-Qualification Criteria are as follows:-

SI No	REQUIREMENTS	BIDDER'S																																				
1	Bidder should be a <u>MANUFACTURER OF "ENDFRAMES/ CLAMPING FRAMES REQUIRED FOR CLAMPING OF ACTIVE PARTS (CORE) FOR POWER TRANSFORMER TANKS"</u>	<input type="checkbox"/> Yes																																				
2.	In the last 10 years (as on enquiry due date) bidder should have supplied the above stated assembly (at SI No-1) where weight of assy should be equal to or more than <b>5 MT</b> . Details & proof (only 3 cases) may kindly be submitted in tabulated manner as desired below:	<input type="checkbox"/> Yes																																				
	<table border="1"> <thead> <tr> <th>SL No.</th> <th>Customer</th> <th>PO No</th> <th>PO Date</th> <th>Qty Supplied (in MT)</th> <th>Supply Dt</th> <th>Drg Details</th> <th>Order, Tax Invoice, TC No &amp; dt</th> <th>Remarks If Any</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	SL No.	Customer	PO No	PO Date	Qty Supplied (in MT)	Supply Dt	Drg Details	Order, Tax Invoice, TC No & dt	Remarks If Any	1									2									3									<input type="checkbox"/> Submitted
SL No.	Customer	PO No	PO Date	Qty Supplied (in MT)	Supply Dt	Drg Details	Order, Tax Invoice, TC No & dt	Remarks If Any																														
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**Note- All the bidders including MSE and Start-ups to comply the above for qualification.**

We agree that our bid/ agreement is liable to be rejected in below said cases:-

- If above said PQR conditions (SI No 1-2) are not met.
- Relevant information as required against PQR are not submitted.
- If declaration submitted by bidder found to be false.
- In absence of supporting documents.
- Drg clarification as required in PQR will finally be ascertained by our Engg (if required).
- No response with respect to BHEL's intimation/ query, within 2 days of time.
- If in any case & at any stage if the documents submitted by bidder is/ are found to be forged or objectionable (not in line with BHEL requirement).
- The above required details are only meant for qualification purpose. The same may not be correlated with the actual requirement (tonnage) of the end frame assembly.

**BHEL RESERVES THE RIGHT TO COMPLETE THE EVALUATION BASED ON THE DETAILS FURNISHED BY THE BIDDER, WITH OR WITHOUT SEEKING ANY ADDITIONAL SUPPORTING DOCUMENTS/ CLARIFICATIONS.**

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**Financial PQR Requirement:**

Pre-Qualification Criteria (Financial)					
Item name: RC of End Frame assembly					
S. No.	Criteria			Remark by bidder	
	<p><b>Average Annual financial turnover:</b> Average Annual Financial turnover of the firm for last 3 Financial years up-to 31st March 2023 must be at least <b>Rs. 200/-laks</b> and bidders to submit following documentary proof for Average Annual Turnover:</p> <p>Audited Profit &amp; Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit &amp; Loss A/c and Balance Sheet.</p> <p style="text-align: center;">OR</p> <p>CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.”</p>			<b>Documents Submitted (Yes/No)</b>	
<b>FY</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>		<b>Average Annual Turnover</b>
<b>T/O</b>					
<b>Start-ups and Micro &amp; Small Enterprises (Manufacturer) are exempted of Annual turnover criteria.</b>					

**Note: - Offers are liable for rejection if.**

1-Above said financial PQR conditions (SI No 1) are not met.

2-Relevant information as required against PQR are not submitted/ In absence of supporting documents.

## COMMERCIAL TERMS AND CONDITIONS

**11. PRICE VARIATION CLAUSE (PVC):** Quoted rates shall be subject to price variation as mentioned below. Following price variation clause shall be allowed over the base price.

- 11.1. For every 1 Rupees per kg increase/ decrease in JPC (Joint Plant Committee, constituted by Govt. of India) price excluding GST of 25 mm thick mill plate for Delhi, the basic fabrication rate increase/ decrease by Rs.1.20 per kg.
- 11.2. The basic fabrication rate quoted shall be based on the JPC steel price of Rs. 58.40/-per kg as declared on 20<sup>th</sup> Jan 2024 (excluding GST) for 25 mm thick mill plate for Delhi.
- 11.3. JPC declares steel prices fortnightly including GST. JPC price declared and derived excluding GST by JPC for Delhi, as applicable 8 weeks prior to contractual delivery or actual delivery whichever is having lower rates, will be taken for the purpose of calculating price variation.
- 11.4. In case of free issue of material (FIM) the weight of FIM shall be deducted from CRX weight before PVC payment as the PVC is applicable only on material procured by vendor.
- 11.5. In case after PO placement early delivery is desired by BHEL and mutually agreed by the vendors, PVC shall be given for revised delivery or reduced/revised period.

**12. PERIOD OF CONTRACT:**

Contract shall be valid for a period of 12 months i.e. 12 months for ordering from the date of issue of letter to this affect and thereafter for supply.

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

Bidders to indicate in their bid if they are not Class-I local supplier (local content equal to or more than 50%).

**14. Reverse Auction: RA shall be conducted for this enquiry**

(A) Clause on Reverse Auction

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

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA as per latest guidelines. 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.”

As per latest guidelines on reverse auction salient features can be referred in guidelines:

**Reverse Auction Process**

Reverse Auction Process 10.1 Reverse Auction will be conducted if two or more bidders are techno commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to

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highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}. In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

2. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder. If the start price is lower than the lowest sealed envelope price bid (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

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

**15. Splitting of order quantity:** Total quantity shall be distributed among four (4) vendors. As per following details.

As mentioned in enquiry, BHEL intends to split total tendered quantity in N-1 vendors, subjects to maximum no. of required vendors mentioned in enquiry as per following table, where N is total no. of Techno-commercially qualified bidders in this tender.

In such cases, the L1 rate will be counter offered to L2, L3, etc. On acceptance of the L1 rate, other parties may be considered for ordering at L1 rates. If L-2 vendor refuses to accept HESG equivalent rates of L-1 vendor, then the same will be offered to L-3 vendor, L-4 vendor and so on. In case if none of the vendors accept L1 rate/less vendor accepts L1 rate as per requirement, balance quantity shall be offered to them those have accepted c'offer and in case of acceptance of additional quantity same shall be ordered on them.

The percentage distribution of quantity/ value among vendors may be in the ratio of following:

No of Vendors. Required for distribution of order	L1	L2	L3	L4	L5	TOTAL
1	100					100
2	65	35				100
3	48	32	20			100
4	37	29	19	15		100

Other than L1 vendor shall be counter offered at L-1 accepted rates and on acceptance of same by them, order shall be split as above. In case of non-acceptance of counter-offer by vendor as above, counter-offer process shall be repeated with other vendors in the order of their merit in the comparative statement of prices obtained thro' PartII or RA.

If we do not get sufficient vendors in final bidding of RA, then ranking of vendors will be picked from initial / dynamic bidding in order of their merit for counter offer purpose.

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In case of less no. of Techno-commercial qualified bidders accepting counter offered rate, re-distribution as per above table shall be done at the time of ordering subject to manufacturing capacity and acceptance of additional quantity by the vendor, if any.

BHEL also reserves the right for distribution between two vendors in case of only two qualified bidders.

**16. BASIS FOR DECIDING LOWEST (L1) OFFER:**

- 16.1 Only offers meeting the terms and conditions of the enquiry will be considered.
- 16.2 All offers shall be compared for Total cost to BHEL at BHEL Bhopal stores to derive L1 status.
- 16.3 L1 will be decided on rate per kg basis as asked in enquiry.
- 16.4 Offer having deviations to the terms and conditions will be suitably loaded with BHEL Current/ Standard loading factors to derive the L1 status on total landed cost basis.
- 16.5 Current rate GST shall be taken wherever it is not indicated in the offer, to arrive the price to BHEL Bhopal.
- 16.6 Decision of BHEL in this regard will be final and binding without any further correspondence with the supplier.

**17. TAXES & DUTIES: -**

17.1 Applicable Duties & Taxes, which BHEL is required to pay, should be clearly declared considering the offer validity and quoted delivery period. Otherwise, BHEL will not be responsible for payment of any kind of duties & taxes.

17.2 Taxes and duties will be paid extra as applicable on the date/ dates of contractual delivery or actual delivery whichever is lower.

**18. Q.A. PLAN** of the concerned project in addition to BHEL STD quality plan are to be strictly followed without any deviation. Qualified welders approved by BHEL will be employed as per job requirement & QA plan.

**19. TESTING:** All types of NDT will be in the scope of supplier and will be carried out through BHEL approved agencies unless specified otherwise in technical specification subject to review of NDT reports by BHEL. Testing of sample will be done in BHEL TSD department on chargeable basis as per plant standard no. B.P. 0460298.

**20. INSPECTION:** shall be done by concerned inspection agency/ customer, as mentioned in the QA plan /annexure. Intimation of readiness of job for calling the inspection agency/ customer should be given in advance.

**21. TEST CERTIFICATE & CORRELATION:** - In all cases, material should be procured from BHEL's approved vendors with correlated test certificates. Where, material is procured by the supplier without test certificate & correlation, it will be tested as per the instruction/requirement of BHEL and testing charges will be borne by the supplier.

**22.** No jigs & fixture/ tools etc will be issued by BHEL for fabrication work except those jigs and fixtures which have been specified in the technical scope and drawing(s). Vendors are requested to return the tools immediately on completion of jobs. In case the tools are not returned within 3 months of issue of the same, the bills of the vendors may be kept under hold till return of the tools.

**23. PROGRESS REPORT:** – Supplier will be required to send progress report via email (skbarnawal@bhel.in) in hard copy indicating status of each purchase order.

**24.** Apart from the above, Terms & conditions of indigenous enquiry and P.O. issued by material management department vide BP200102A will also be applicable (already available with the suppliers).

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25. Extended of help is required from vendor for difficulties, if any, faced during erection & commissioning of the jobs in BHEL. Vendors to comply the same.

**26. PAYMENT:-**

26.1 In cases where the variation in the actual weight is more than 5%, the same shall refer to concerned Engg. dept. and payment on account of increased weight beyond 5 % shall be released as per the decision of concerned Engg. dept.

26.2 Where due to subsequent changes/ modification in drawing, there is variation in the design weight, the purchase order value shall be revised as per actual weight.

26.3 In cases where the job weight exceeds the weigh bridge capacity, design weight given in drawing would be taken as basis for payment.

26.4 In case of free issue of material (FIM) the weight of FIM shall be deducted from CRX weight for payment. Other charges shall be paid extra for work carried out on FIM.

26.5 Payment shall be made within 90 days as per BHEL norms. Preferential payment within 45 days will be made to vendors falling under MSMED Act, October-2006.

**27. BID SECURITY/ Earnest Money Deposit (EMD)** - Bid Security of Rs 6 Lakhs is to be submitted by bidder also known as Earnest Money Deposit (EMD) along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

Modes of deposit

a) The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (iii) Fixed Deposit Receipt (FDR)
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds.

b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

c) Forfeiture of EMD

i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender. (ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

ii) Bid securities of the unsuccessful bidders shall be returned to them as per guidelines of BHEL.

iii) Bid security shall be refunded to the successful bidder on conclusion of the order/receipt of a performance security (if called in the tender and as applicable to bidders).

iv) EMD shall not carry any interest.

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**28. PERFORMANCE SECURITY:** BG against Free issue material which is as per clause 31 of NIT, will also act as Performance Bank Guarantee (PBG) or Security Deposit (SD). Vendor has acceptance for this. No deviation shall be accepted in this regard.

**Performance Security/BG** is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

**Forfeiture of Performance Security:** The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.

**29. ISSUE's WITH RESPECT TO FREE ISSUE ITEMS FROM BHEL:**

**29.1** Material shall be issued in form of raw material & components as mentioned in the technical scope with adequate allowance as per prevailing engineering practice against suitable BG.

**29.2** It shall be the responsibility of Subcontractor to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises.

**29.3** Any wrong material collected should be immediately communicated for remedy. Excess material collected should be immediately returned in the usable form.

**29.4** Material issued for job work shall be taken back only in exceptional circumstances and upon written request of vendor with due justification.

**29.5** The cost of rework or rejection, and any cost of freight incidental to such work will be to the Subcontractor's account. The cost of rejected/damaged raw material shall be recovered from the supplier at the rate(s) as declared in free issue material details ["A" Form]

**29.6** In cases wherever availability of material becomes critical for certain work order, BHEL has the right to either take back or transfer the balance, material available with the Subcontractor to other, with due material accounting.

**29.7** Supplier has to ensure the return of all the free issue material issued by BHEL either in assembled or in raw form if left unused to BHEL.

**30.** If any vendor is under hold by BHEL/Customer on enquiry due date then its offer shall be technically rejected. Decision of BHEL shall be final in this regard.

**31. BANK GUARANTEE (BG) –** Vendor has to submit required BG for lifting of material as per the following details; -

Additional Terms & conditions for fabrication / manufacture of components and assemblies on Job work BASIS.

- a) Material / components will be issued through delivery challan under GST regime
- b) In case of order, the vendor would be required to furnish Bank Guarantee (BG) as follows, if not stated otherwise in the main Enquiry:
  1. First order: -Bank guarantee for vendors executing first order of ancillary & sub-contracting division shall be for 30% cost of free issue material subject to maximum BG of Rs 30 lakhs for first order.
  2. Subsequent orders: - Bank guarantee shall be for 10% cost of free issue material subject to maximum BG of Rs 30 lakhs for subsequent orders.
  3. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators), for A category i.e. for normal material of MS, SS, HSS, CRGO & CRNGO etc. for machining, Fabrication and lamination purpose and copper sheets for welding to transformer tank (based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year).

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4. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators & based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year) or value of material to be issued whichever is more for B category i.e. for high value item e.g. , thermal blades, turbine runner, liners and labyrinth for HVOF coating etc.
5. 100% BG of value of material to be issued for C category i.e. for very high value item like copper for moulding of conductors, silver for soldering etc.
6. Subject to minimum BG of Rs. 1,00,000 (Rupees one lakh only)
7. “UNDERTAKING FOR FREE ISSUE MATERIAL” on plain paper / letter head from vendors to be submitted (where BG of less than free issue material is proposed) which will be a part of every enquiry refer attachment
8. Solvency certificate of equivalent amount of free issue material.

Note: - The BG is to be furnished in prescribed Performa and from BHEL approved Banks only (available in B2B site).

In case issual of material gets delayed because of non-submission of BG, BHEL reserves the right to cancel the order and suitable action as per suspension of Business Guidelines shall be taken on vendor. Pls refer B2B site for full details for BG system. A declaration to be submitted for balance value of free issue items.

### **32. SECURITY OF MATERIAL (BANK GUARANTEE).**

For existing supplier Bank Guarantee to be taken for 10% of the highest balance of MWF value (taking into account both PMIV & SMIV held by vendors). Highest balance shall be reckoned as the MWF value appearing at the end of each month, starting from April of previous year to March of current year. (applicable from 01st June of current year) and for new vendors has to submit security of material (Bank Guarantee) of 10% of free issue material

Minimum security of material (Bank Guarantee) shall be Rs.1 lakh preferably from BHEL’s consortium bank.

**Solvency** - 100 % of free issue material value through nationalized bank.

**Declaration certificate** - 100 % of free issue material value as per attached format.

#### **Modes of deposit:**

- a) Performance security may be furnished in the following forms:
  - i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
  - ii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - iii. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
  - iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
  - v. Insurance Surety Bond. In case of "Security against material" is in the form of Bank Guarantee or Insurance Surety Bond, the claim date shall extend beyond a minimum period of 3 months from validity date.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

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(b) In case of GTE tenders, the performance security should be in the same currency as the contract and Must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.

### **33. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee or BG or vendors bills available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

### **34. BHEL RESERVES RIGHT TO CANCEL**

- i. Our requirement part or full at any stage of the tender finalization (or) even after finalization of tender. PO may be short close at any point depending upon order BHEL book position.
- ii. Or forfeit the chance in tender, if any vendor(s) found to be “unsatisfactory” during our assessment processes/non-compliance of statutory requirements etc. as required for “vendor registration” during/after the processes of finalization of contract.
- iii. The order(s), if any vendor (s) found to be “unsatisfactory” during our periodical assessment processes / review of assessment processes/ non-compliance of statutory requirements etc. as required for “vendor registration” during the execution of order(s).
- iv. May Divert order(s) in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/delay is supply or failure to meet order delivery schedule / in-sufficient amount of bank guarantee/non-execution of orders by vendor (s). as per BHEL rules/current practice.
- v. In case L-1 supplier or any supplier after finalization of rate contract is not maintaining supply within stipulated contractual delivery, the balance quantity may be distributed in order of merit.
- vi. The contract or forfeit the chance in tender, if any vendor (s) disposed off units/found to be sick/ running under unrest/ declared insolvency /nonrenewal lease deed during/ after finalization process/ during the validity of the contract without assigning any reasons thereafter.
- vii. The offers of the vendor who are in banned list and offers of those firm who engaged with the services of banned firm the offers shall be summarily rejected .If the vendor is found in banned list of BHEL at later stage the PO shall be cancelled. The list of all banned firm is available in BHEL internet site at [www.bhel.com](http://www.bhel.com).

Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.

Any deviation to BHEL NIT conditions and BHEL std practice will be suitably loaded as per BHEL current loading factors to arrive at total cost to BHEL to decide Total Landed cost to BHEL to arrive at L-1 status

- 35.** Apart from the above, terms & conditions of indigenous enquiry and purchase order issued by material management department vide BP -200102A (latest revision), MM 5527 rev-03(latest revision) respectively will also be applicable (already available with the suppliers and hosted in B-2-B site <http://www.bhelpl.co.in/mm/> ).

Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be accepted by the vendors in Part-1 offer. Offers/Bids/Quotations may be rejected without acceptance /submission of same.

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,

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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.

**36. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal;
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

ANY DEVIATION TO ANY POINTS OF THIS ANNEXURE OR ENQUIRY SHOULD BE CLEARLY MENTIONED IN OFFER. OTHERWISE, IT WILL BE PRESUMED THAT SUPPLIER AGREES TO THESE CONDITIONS.

UNDERTAKING FOR FREE ISSUE MATERIALS

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M/s Bharat Heavy Electrical Limited,

Piplani, Bhopal-462022 ( M.P.)

Whereas M/s Bharat Heavy Electrical Limited (hereinafter referred to as 'The Customer' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their office at Piplani, Bhopal-462 022, MP has entered in to a contract with M/s..... (hereinafter referred to as 'The Contractor' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia, in the above said Purchase order/various purchase orders and various documents forming part there of hereinafter collectively referred to as the 'Said Contract' which expression shall include all amendments, modifications and / or variation thereto. This will also include other future fabrication and machining orders placed by BHEL during below mentioned period.

AND WHEREAS the customer has agreed to supply to the contractor major portion of raw materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials/ components etc.) to be supplied by the customer to the contractor hereinafter for the sake of brevity referred to as the "Said Materials" shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon, machined/fabricated at the sole risk and expense of the Contractor.

Now Therefore in consideration of the pre-condition to the supply of the said materials by the Customer to the contractor, the Contractor hereby irrevocably and unconditionally undertake to compensate and keep compensated the customer from and against all loss, damage and destruction (inclusive but not limited) to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty workmanship, fabrication or faulty method or technique of fabrication, strike, riot, civil connection or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (Inclusive but not limit to misuse or misappropriation by the contractor and the contractor's servant and or agents) Whatsoever to or of in the said materials or any part of item thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to until the date of return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said material and undertake to pay to the customer forthwith on demand in writing without protest or demur the value as specified by the Customer of the said material or item or part thereof lost , damaged, destroyed, misused and / or misappropriated, as the case may be , together with the Customers costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs/ or expenses) upto and aggregate limit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and/or additional value of material, if supplied to contractor.

1. The Undertaking shall be a continuing/ Undertaking and shall remain valid and irrevocable for all claims of the purchaser arising hereunder upto and until the midnight of ..... However, if the Contract for which this Undertaking is given is not completed by this date Contractor hereby agrees to extend the Undertaking till such time as is required to fulfill the Contract.
2. This Undertaking shall not be determined on change of constitution or insolvency of the Contractor but shall be in all respects and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms hereof.
3. The mere statement or allegation made by or on behalf of the customer in any notice or demand or other writing addressed to the contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication/ machining works and handing over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be , while in the custody of the Contractor and / or prior to the completion of the fabrication/ machining/processing works and handing over the completed job thereof incorporating the said materials without necessity on the part of the customer to produce any documentary proof or other evidence whatsoever in support of this.

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4. The amount stated in any notice of demand addressed by the customer to the Contractor as to the value of such said materials lost, damage, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as also of the amount liable to be paid to the customer without producing any voucher, bill or other documentation or evidence whatsoever in support thereof.

The undersigned has full power to execute this undertaking on behalf of the Contractor under the capacity as Chairman & Managing Director/ owner/partner of the Company.

Place :

Date:

Witnesses

For (Co. name) \_\_\_\_\_

1. Signature .....

Signature.....

Name .....

(Name, sign & seal of Co.)

Address.....

2. Signature .....

Name .....

Address.....

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## GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	<b>General:</b>
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., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
A	<b>Through E- procurement</b>
A1	<ol style="list-style-type: none"><li>Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry. Bid Part - I Technical cum Commercial bid Bid Part - II Price bid</li><li>Suppliers shall quote <b>price</b> on BHEL authorised third party service provider <b>e-procurement site</b>. Any deviation from the price format shall be clearly brought out in the offer Bid Part I.</li></ol> <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. <b>All documents to be uploaded are necessarily to be signed and stamped.</b> The quotation should be uploaded on the site before due date and time. 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	<b>Through tender room</b>
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.
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, this GTC duly filled-in & signed; and <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2 <sup>nd</sup> Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date. Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.
B3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
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 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	<b>Through tender room or EProcurement</b>
C1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
C2	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.
C3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
C4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.



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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

C5	Bid in single part or techno-commercial bid in <b>two-part</b> system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
C6	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <i>30 days</i> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.
C7	<ol style="list-style-type: none"> <li>1.Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.</li> <li>2.Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.</li> <li>3.In case of changes in scope and / or technical specification and / or commercial terms &amp; 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. However in both situations, original price bid will be necessarily opened.</li> </ol>
C8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
C9	Wherever the enquiry is issued to unregistered bidder, the bidder shall visit ' <a href="http://www.bhel.com">www.bhel.com</a> ' for submitting the online Supplier Registration Application. Price bids of such bidders, will be opened only on techno-commercial acceptance of bid & after supplier registration.
C10	BHEL expects that the bidder responds 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 bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf">https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</a>
C11	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. ( <a href="http://www.bhel.com">www.bhel.com</a> ) only. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
C12	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 sealed envelope and will be open in tender room. 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 presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
C13	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 <b>L1</b> counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
C14	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, <b>besides BHEL taking appropriate punitive action as deemed fit.</b> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf">https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</a>
D	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ). If tender specific conditions call for reverse auction, 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	<b>Delivery Terms</b>
A	<b>Indigenous Purchase</b>
A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
B	<b>Foreign Purchase — Imports</b>
B1	<ol style="list-style-type: none"> <li>1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP &amp; HC Containers.</li> <li>3. For other cases - Other than GP &amp; HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) &amp; Break-bulk Cargo at Mumbai (MPT - INBOM1).</li> <li>4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4).</li> <li>5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> </ol>



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	<p>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.</p> <p>7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc. to work out landed cost at Sea Port.</p> <p>8. Please visit BHEL Bhopal website <a href="https://bpl.bhel.com">https://bpl.bhel.com</a> for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.</p> <p>9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</p> <p>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than <b>15</b> years.</p> <p>9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</p> <p>9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</p> <p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>	
B2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum <b>14 days' detention free period</b> 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 <b>loaded</b> for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>	
4	<b>Bidder's particulars &amp; logistics information (Bidder to give details against each of the provisions)</b>	
A	Name of the bidder'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	<b>Additional logistics information for Imports</b>	
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 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 Bidder's works to Port of Loading	Sea port /Air port
6	<b>Delivery Schedule &amp; Completion date</b>	
A	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</li> <li>• Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.</li> <li>• Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</li> <li>• 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.</li> <li>• BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</li> </ul>	



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B	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms. <b>For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as mutually agreed.</b>
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	<b>Transit Insurance</b>
A	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. Bidder 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 bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
A	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	<b>Penalty for delayed performance.</b>
A1	Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT.
A2	However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value.
A3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
A4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder ( at offered value)
B	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 Bidder. In such an event, it shall be obligatory on the part of bidder to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
D	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	<b>Indian Agents and Agency commission</b>
A	BHEL prefers to deal directly with Foreign bidder, 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.



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11	<b>Documentation:</b>		
A	<b>Indigenous Purchase</b>		
	<p>Bidder 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 &amp; 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O &amp; M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order.</p> <p>In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.</p>		
B	<b>Foreign Purchase — Imports</b>		
	<p>Seller shall send <b>1</b> set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <ol style="list-style-type: none"> <li>Express / Original 'Clean on board' Bill of Lading / AWB.</li> <li>One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li> <li>Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.</li> <li>One set of Original Test Certificates and O&amp;M Manual where called for.</li> <li>Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li> <li>Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:</li> </ol> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> AGM (M.S)  Regional Operations Division BHEL  14<sup>th</sup> Floor Centre-1  World Trade Centre, Cuffe Parade  Mumbai 400 005 INDIA  Email: <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (In case of Sea freight)  <a href="mailto:msair@bhel.in">msair@bhel.in</a> (In case of Air freight) </td> <td style="width: 50%; padding: 5px;"> DGM (FIN- FP)  4<sup>th</sup> Floor, Administrative Bldg.  BHEL Bhopal - 462022 (India)  E-mail : <a href="mailto:fin_fp.bpl@bhel.in">fin_fp.bpl@bhel.in</a> </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at <a href="mailto:mmfe.bpl@bhel.in">mmfe.bpl@bhel.in</a></p> <ol style="list-style-type: none"> <li>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 &amp; 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 <a href="mailto:mmfe.bpl@bhel.in">mmfe.bpl@bhel.in</a> as well as at <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (for Sea shipment) or <a href="mailto:msair@bhel.in">msair@bhel.in</a> (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.</li> </ol> <p>In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <ol style="list-style-type: none"> <li>IEC (<b>0588138690</b>), GSTIN (<b>23AAACB41461ZN</b>) and email ID (<a href="mailto:mmfe.bpl@bhel.in">mmfe.bpl@bhel.in</a>) of BHEL Bhopal shall be clearly mentioned on B/L or AWB.</li> <li>As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.</li> <li>In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</li> <li>For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</li> <li>It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</li> <li>Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping &amp; commercial documents. Part shipment shall be strictly avoided for Airshipments.</li> </ol>	AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (In case of Sea freight) <a href="mailto:msair@bhel.in">msair@bhel.in</a> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <a href="mailto:fin_fp.bpl@bhel.in">fin_fp.bpl@bhel.in</a>
AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (In case of Sea freight) <a href="mailto:msair@bhel.in">msair@bhel.in</a> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <a href="mailto:fin_fp.bpl@bhel.in">fin_fp.bpl@bhel.in</a>		
C	<b>General</b>		
	<ol style="list-style-type: none"> <li>For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li> </ol>		



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	<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> <p>3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.</p> <p>4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.</p>
12	<b>Pricing Terms</b>
A	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 bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	<b>Price Validity :</b>
A	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	<b>Taxes &amp; Duties - Indigenous Purchase</b>
A	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
B	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.
C	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
D	Bidder to submit invoices compliant with GST invoice Rules
E	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
F	Bidder to ensure TAX INVOICE submission along with consignment
G	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
H	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
I	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
J	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
K	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above. The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
A	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	<b>Payment Terms-</b>
A	<b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for MSE including Udyog Aadhar/ Udhyan registered suppliers as per relevant act in force), subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
B	<b>Foreign:</b> 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 <sup>th</sup> day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit



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	<p>period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.</p>
C	<p>Foreign bidders to submit declaration of <b>Permanent Establishment and Business Connection (PEBC)</b> for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.</p> <p>In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.</p>
D	<p>Foreign bidders to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (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 bidder'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 bidder as a declaration.</p>
17	<b>Inspection of Goods</b>
A	<p>The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.</p>
B	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract.</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>
C	<p>BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.</p>
D	<p>All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to &amp; fro passage and Boarding &amp; Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder 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.</p>
E	<p><b>REJECTION:</b></p> <p>If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:</p> <ul style="list-style-type: none"><li>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</li><li style="text-align: center;">Or</li><li>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.</li><li style="text-align: center;">Or</li><li>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.</li><li>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.</li><li style="text-align: center;">Or</li><li>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.</li><li style="text-align: center;">Or</li><li>e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.</li><li style="text-align: center;">Or</li></ul>



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	f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.
18	<b>Guarantee / Warranty and corresponding Repairs / Replacement of Goods</b>
A	Manufacturer's works test/inspection 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 Bidder 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 Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder. In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.
19	<b>Evaluation and Loading Criteria:</b>
A	The evaluation currency for this tender shall be INR. Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' 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. Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.
20	<b>Variation of orders</b>
A	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	<b>Sub-contract</b>
A	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	<b>Recovery / deductions of amount from supplier</b>
A	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. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	<b>Safety clause for purchase orders</b>
A	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder 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. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	<b>Non-Disclosure Agreement</b>
A	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. <b><i>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</i></b>



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	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	<b>Settlement of Disputes &amp; Arbitration</b>
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
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.</p> <p>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 Bhopal.</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 Bhopal 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. Administrative Mechanism for Resolution of CPSEs Dispute as stated in <a href="https://dpe.gov.in/guidelines/guidelines/chapters/2673">https://dpe.gov.in/guidelines/guidelines/chapters/2673</a>.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."</p>
E	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
A	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 Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	<b>Performance Bank Guarantee (PBG)/ Security Deposit (SD):</b>
A	Wherever PBG (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.
F	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted such security, the amount of performance security due shall be covered as per terms defined in NIT/ contract , from the bills along with due interest.
29	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) –</b>



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	<p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of relevant document stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. 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. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p>
A	<p>MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost &amp; no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.</p>
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 at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).</p> <p>A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p> <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> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate/ Udyog Aadhar Memorandum certificate having deemed validity (five years from the date of issue in acknowledgement in EM II/ Udyog Aadhar) or valid NSIC certificate or EM II/ Udyog Aadhar certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited) or such other document as may be stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. 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</p>



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	<p>notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and if any of the MSE bidder(s) is techno-commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>																								
30	<p><b>Integrity Pact (IP) — Independent external monitors (IEM)</b> 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: ----- E-mail : -----</p> <p style="text-align: right;">} As indicated in NIT / enquiry</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><b>NOTE:</b> 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> <p><b>For all clarifications/ issues related to the tender, please contact:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">( 1 )</th> <th style="width: 20%;">( 2 )</th> </tr> </thead> <tbody> <tr> <td><b>Name</b></td> <td></td> <td></td> </tr> <tr> <td><b>Landline No.</b></td> <td></td> <td></td> </tr> <tr> <td><b>Mobile No.</b></td> <td></td> <td></td> </tr> <tr> <td><b>Email</b></td> <td></td> <td></td> </tr> <tr> <td><b>Dept.</b></td> <td></td> <td></td> </tr> <tr> <td><b>Address</b></td> <td></td> <td></td> </tr> <tr> <td><b>Fax</b></td> <td></td> <td></td> </tr> </tbody> </table>		( 1 )	( 2 )	<b>Name</b>			<b>Landline No.</b>			<b>Mobile No.</b>			<b>Email</b>			<b>Dept.</b>			<b>Address</b>			<b>Fax</b>		
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31	<p><b>Fraud Prevention Policy :</b> The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p><b>Integrity Commitment:</b> 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 <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>Integrity commitment, performance of the contract and punitive action thereof :</b></p>																								
A	<p><b>Commitment by BHEL:</b> 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><b>Commitment by bidder / Supplier / Contractor :</b></p>																								
B1	<ul style="list-style-type: none"> <li>- 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.</li> <li>- 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</li> <li>- The bidder / supplier / contractor will perform / execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.</li> </ul>																								



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B2	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 <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.
B3	<p><b>Preventive checks to eliminate suspected cartel formation between suppliers</b>  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</p> <p><b>Declaration by Bidders</b>  We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____  2.0 _____  3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">( _____ )  For M/s _____  Seal and Sign</p>
33	<p><b>Public Procurement (Preference to Make in India), Order 2017</b>  For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable  For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p><b>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</b></p>
34	<b>RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines</b>
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 description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
III	<p>Bidder from a country which shares a land border with India” for the purpose of this order means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a county; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol>



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IV	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"><li>1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation –<ol style="list-style-type: none"><li>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.</li><li>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.</li></ol></li><li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li><li>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</li><li>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;</li><li>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</li></ol>
V	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
VI	<p>Model certificate for Tenders</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [ Where applicable , evidence of valid registration by the Competent Authority shall be attached]."</i></p>

**Note:**

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

**Techno-Commercial Bid**  
(To be filled by supplier and submit with offer)

<b>Tender No.</b>		<b>Tender ID- 2024_BHEL_34424_1 (E6933035)</b>
<b>Description :</b>		END FRAME ASSEMBLY ON MIXED BASIS AS PER NIT.
<b>Sr. No.</b>	<b>ELEMENTS</b>	<b>To be offered/confirmed by supplier</b>
1	Supplier Code (registered with BHEL)	
2	Supplier Name	
3	GSTIN NO.	
4	PAN NUMBER	
5	QUOTATION REFERENCE	
6	CONTACT PERSON	
7	E-Mail	
8	PHONE	
9	MOBILE	
10	ADDRESS	
11	QUOTATION VALIDITY shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.	
12	Price Basis as per NIT	
13	Are you registered under MSMED ACT 2006 as small or micro	
14	TERMS OF PAYMENT (For Indigenous Vendors : 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar registered suppliers), subject to acceptance of material at BHEL. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded suitably for the purpose of bid evaluation.	
15	Terms of Delivery as per NIT (Note : In case of deviation from NIT terms, your bid shall be suitably loaded to derive HESG rate).	
16	Dispatch Mode	
17	Supply from (City Name, State / UT)	
18	Delivery Point (City Name, State / UT)	

**Techno-Commercial Bid**  
(To be filled by supplier and submit with offer)

<b>Tender No.</b>		<b>Tender ID- 2024_BHEL_34424_1 (E6933035)</b>
<b>Description :</b>		END FRAME ASSEMBLY ON MIXED BASIS AS PER NIT.
<b>Sr. No.</b>	<b>ELEMENTS</b>	<b>To be offered/confirmed by supplier</b>
19	PLEASE SPECIFY DELIVERY IN NUMBER OF WEEKS (in case of deviation from NIT)	
20	Acceptance of technical Specifications as per enquiry. Any deviation to be clearly mentioned.	
21	Acceptance of Packing & forwarding Charges included in quoted rate.	
22	Acceptance of Freight Charges(to & fro) included in quoted rate.	
23	Acceptance of Insurance Charges included in quoted rate.	
24	LD Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation from the above terms, if accepted (by BHEL), shall be loaded suitably for the purpose of bid evaluation.	
25	Acceptance of General terms & conditions BP200102A	
26	Declaration of Related party (annexure- IX) to be attached alongwith bid.	
27	Local content certification to be attached alongwith bid.	
28	UDYAM registration certificate to be attached alongwith bid.	
29	Signed & seal Annexure-ID to be attached alongwith bid.	
30	Signed & seal Integrity Pact to be attached alongwith bid.	
31	PQR acceptance as per Annexure-1F alongwith bid and supporting documents as asked in PQR.	
32	Acceptance of Bid Security/Earnest Money deposit (EMD) as per annexure-II of clause- 27 i.e "Bid security of Rs.6 lakhs is to be submitted by bidder also known as Earnest money Deposit (EMD) along with their bids (except Micro and Small Enterprises (MSEs) or startups as recognized by Department for Promotion of industry and internal trade (DPIIT)". Required EMD by Non-MSE vendor to be submitted alongwith bid.	
33	GST % applicable on item	
34	Any other Deviation to be mentioned specifically.	

(Print on letter head of your company)

**Subject: - Certification regarding local content- Public Procurement (Preference to Make in India)**

Reference: - Tender Enquiry No-.....

Name of items: - .....

Dear Sir,

We hereby certify that the quoted items offered by us against Enquiry No..... is having local content of .....

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT and we qualify as..... (Class-I/ CLASS-II/Non-Local supplier-fill in one which is applicable) local supplier.

We further confirm that details of location at which the local value addition is made will be at ..... (address of the works).

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Yours very truly,

Authorized signatory

(Name of Company)

DECLARATION BY VENDOR

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

1.0 .....

2.0 .....

3.0 .....

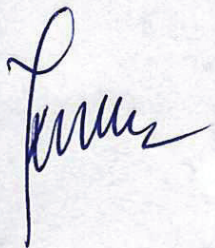
.....

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 E.....

(.....)

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 NIC enquiry Tender ID-2024-BHEL-34424-1 (End Frame Assembly on mixed basis) (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)**

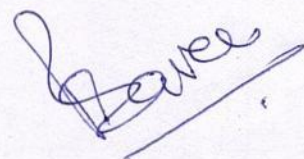
- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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.

A handwritten signature in blue ink, appearing to read 'Bavel', is written over a horizontal line.

**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.

*[Handwritten Signature]*  
 प्रवीण सचान / PRAVEEN SACHAN  
 प्रबंधक / Manager  
 आ.एस.सी. विभाग / A.S.C. Division  
 भोपाल / BHEL, BHOPAL

For & On behalf of the Principal  
(Office Seal)

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

Place Bhopal

Date 26/03/24

Witness: Lakshmi  
(Name & Address) LAKSHMI ARYA  
BHEL BHOPAL

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

Clause on IP in the tender

**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.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (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:

Details of contact person(s):

(1)	(2)
Name: <u>Praaveen Kumar Sachan</u>	Name: <u>M.L. Ahirwar</u>
Deptt: <u>ASC</u>	Deptt: <u>ASC</u>
Address: <u>BHEL BHOPAL</u>	Address: <u>BHEL BHOPAL</u>
Phone: (Landline/ Mobile) <u>0755-2505827</u>	Phone: (Landline/ Mobile) <u>0755-2503476</u>
Email: <u>sachanpraaveen@bhel.in</u>	Email: <u>m.ahirwar@bhel.in</u>
Fax: _____	Fax: _____

## Annexure- C

### BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME  
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL HOUSE Siri Fort, New Delhi-110049 \_\_\_\_\_<sup>1</sup> through its Unit at... BHEL BHOPAL.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No..... dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees -----)/FC..... (in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance BankGuarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... 7 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to .....6
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Date.....  
Place of Issue.....

BANK E-MAIL ID:  
BANK PHONE NO.  
BANK FAX NO:

- 1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited*
- 2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*
- 4 CONTRACT VALUE*
- 5 PROJECT/SUPPLY DETAILS*
- 6 BG AMOUNT IN FIGURES AND WORDS*
- 7 VALIDITY DATE*
- 8 DATE OF EXPIRY OF CLAIM PERIOD*

## Annexure-F

### PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(Bank Guarantee No.....  
Date.....

To

(Employer's Name and Address)  
.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s. .... having its registered office at **BHEL HOUSE Siri Fort, New Delhi-110049** .....2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by .....4.(name of the Employer) through its Unit at... **BHEL BHOPAL**.....(The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....5 ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the .....[Name & address of the Bank] ..... having our Registered Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5 .....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities. This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ..... 7 we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to .....6

c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

## **ENQUIRY TERMS**

- (1) RATE SHOULD BE QUOTED IN PER KG AS PER NIT ANNEXURE-ID.
- (2) PVC APPLICABLE AS PER CLAUSE-11 ANNEXURE-ID.
- (3) ENQUIRY IS CALLED IN TWO PART BID SYSTEM AND IS ON MIXED BASIS FOR SHIPPING BEAM & SPECIAL CLASS MATERIAL SHALL BE FREE ISSUED BY BHEL (INLINE WITH ANNEXURE-1A & 1B WILL BE ISSUED AT THE TIME OF PO PLACEMENT) AND WEIGHT OF SHIPPING BEAM & SPECIAL CLASS MATERIAL (IF ISSUED) WILL BE DEDUCTED FROM CRX WEIGHT OF END FRAME ASSY.
- (4) TO AVAIL MSE BENEFIT ON PREFERENTIAL PAYMENT, VENDOR HAS TO SUBMIT UDYAM REGISTRATION CERTIFICATE ALONGWITH OFFER.
- (5) GENERAL TERMS & CONDITIONS OF ENQUIRY BP200102A IS ALSO APPLICABLE.
- (6) DELIVERY SHALL BE AS PER CLAUSE -9 OF ANNEXURE-ID.
- (7) FOUR VENDORS ARE REQUIRED AND PERCENTAGE DISTRIBUTION AS PER RC (REFER CLAUSE -15 OF ANNEXURE-ID).
- (8) OTHER CHARGES APPLICABLE AS PER CLAUSE -10.4 OF ANNEXURE-ID.
- (9) OTHER TERMS & CONDITIONS AS PER NIT ANNEXURE-ID .
- (10) RA SHALL BE CONDUCTED IN THIS ENQUIRY. THE ABRIDGED VERSION OF GUIDELINES FOR REVERSE AUCTION - 2021 HAS BEEN UPLOADED ON [HTTPS://WWW.BHEL.COM/SUPPLIER-REGISTRATION](https://www.bhel.com/supplier-registration).
- (11) FOR DETAILS AND FOR BID SUBMISSION GO TO THE URL OF NIC [HTTPS://EPROCUREBHEL.CO.IN/NICGEP/APP](https://eprocurebhel.co.in/nicgcp/app).
- (12) MATERIAL SHALL BE ISSUED AGAINST VALID BANK GUARANTEE OF BIDDER.
- (13) TECHNICAL AND FINANCIAL PQR AS PER ANNEXURE-1F.
- (14) VENDOR MUST SUBMIT TENDER FEES AS PER ATTACHED TENDER FEES DOCUMENTS.
- (15) EMD AND PERFORMANCE SECURITY ATTACHED ALONGWITH ENQUIRY.
- (16) DRGS, QAP AND OTHER RELEVANT DOCUMENTS ATTACHED ALONGWITH ENQUIRY.





**Bharat Heavy Electricals Limited, Bhopal (India)**  
( A Govt. of India undertaking )

“Marching Towards Business Excellence”

Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal

**TENDER DOCUMENT FOR ENQUIRY E6933028**



**TENDER FEES :-**

Suppliers must submit tender document fees of Rs.1000/- (One Thousand rupees only) through online only.

The procedure of depositing EMD/SD/Tender Fee is reiterated below:-

- (i) For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet ([www.bhelbpl.co.in](http://www.bhelbpl.co.in) under caption new link).
- (ii) After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both is applicable.
- (iii) After the successful payment DU No shall be generated from the banking system.
- (iv) After depositing the amount, Depositor has to fill Deposit slip available on Internet ([www.bhelbpl.co.in](http://www.bhelbpl.co.in) under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.
- (v) As and when credit received in BHEL account, automatic mail sent to the depositor

Note: - After submitting the Deposit Slip a control number will be generated through system which can be used for getting print out from the system.

“EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://bpl.bhel.com/qcins/iccs.htm>

E-receipt must be submitted along with offer.

**Without tender fees offer shall be rejected. MSE suppliers are exempted from tender fees.**