Bharat Heavy Electricals Limited

Fabrication Stamping &Insulator Plant
Jagdishpur, Amethi – 227817(U.P.)

Office: 91(05361) 224119
Fax: 91(05361) 224243

MATERIAL MANAGEMENT

Notice Inviting Tender

Tender Enquiry No: TE-191 **Date: 14.10.2026**

E-Tenders are invited in Two Part Bid System for Entering into Rate Contract for supply of non-foaming PVA as per BHEL Plant Purchase Specifications JP54799 Rev.00 valid for One Year.

(I) General:

1. The tender will be under two-part bid system **(PQR cum Techno-commercial & Price-bid).**

Pre-Qualifying Requirement (PQR) is following:

Sl. No.	PQR Criteria	Supporting Document/Requirement
1	Bidder should be the Manufacturer of the Poly Vinyl Alcohol and/or Industrial Chemicals	Suppliers confirmation for manufacturer
2	Average Annual Financial turnover during the last three financial years ending March'2026 at least Rs 7.9 Lakhs. If not available for FY 2026, previous year will be considered for evaluation.	Turnover certificate issued by CA having UDIN No. or Audited Balance Sheet.
3	Bidder should have supplied Non-Foaming PVA or vinyl alcohol within five (05) years from the last day of previous month of tender submission.	i) Copies of purchase order ii) Invoice Copy/Delivery challan

For Start-up: The benefits to startups will be extended as per the extant of Government Guideline for start-up without any relaxation in quality standards or technical parameters. Start ups for availing benefits/recognition of Startup, shall be required to submit Start Up certificate issued by DPIIT GOVT. OF INDIA. For recognized startups, turnover requirement is relaxed for point no. 2 of PQR (i.e. Financial Turnover criteria is exempted).

Technical requirements:

After qualification of PQR requirements, those bidders who have not supplied Non-Foaming PVA to FSIP, Jagdishpur and BHEL SBD will have to submit following:

1. List of machineries and testing equipment
2. Process chart of manufacturing of Non-Foaming PVA
3. Test certificate of material being offered from NABL approved Lab
4. Technical bid shall be rejected in case of non-submission of any of the documents at point 1 to 3.

Bidders have to submit complete PQR documents along with technical requirements along with tender documents. In case of non-submission of the required documents, it will be concluded that they do not have them and their offers will not be considered and shall be rejected.

Notice Inviting Tender

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

Important dates are given below:

EVENT	SCHEDULE
Last Date & Time for receipt of tender	Date: **24.10.2026** Time : 12.00 hrs (IST)
Tender opening date & Time (Part I)	Date**:** **24.10.2026** Time : 15.30 hrs (IST)

3. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

4. Offer to be submitted only on e-procurement portal. Hard copy/email offer is not required to be submitted to BHEL-FSIP. **Any offer received in Hard copy/Email shall not be accepted and straightway rejected by BHEL-FSIP.**

5. The offer shall be submitted as per the instructions of tender documents and as detailed in this NIT. Non-acceptance of any term may lead to rejection of quotation.

6. **Quantity variation +/-25% is allowed. Tender quantity is tentative and may increase / decrease have based on BHEL requirement. BHEL is not bound to release PO of total tender quantity.**

7. **Individual PO tolerance shall be +/-10%.**

8. **This tender is a Rate contract (Frame Work Agreement) and shall be valid for one year from date of finalization of tender. BHEL shall release individual POs within the validity of rate contract for supply of Non-Foaming PVA as per BHEL Plant Purchase Specifications No. JP54799 Rev.00**

9. **Rate shall be firm and there is no Price Variation.**

10. **Rate must be quoted in Rupees / MT on FOR Jagdishpur basis.**

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(II) Item Description and Scope of Supply:

Sl No	Material Code	Item Description	Qty.	Unit
1	JP5470099016	Supply of non-foaming PVA as per spec. JP54799 rev00	60	MT

(III) Attachment to Tender Enquiry:

Sl. No.	Description	Annexure/Enclosure
1	General Terms & Conditions	Enclosed
2	Special Terms and Conditions	Enclosed
3	Plant Purchase Specification No.: JP54799 Rev.00.	Enclosed

(IV) Contact person details:

Kashif Ahmad
Engineer – MM
Phone: 9041262637
E-mail: kashif.ahmad@bhel.in

SPECIAL TERMS AND CONDITIONS OF ENQUIRY TE -191 dated 14/10/2026

Sl. No.	Description
1	**Scope of supply:** Rate contract for supply of Non-Foaming PVA as per BHEL Plant Purchase Specification No. JP54799 Rev.00 valid for one (01) year.
2	**Test Certificate:** Supplier shall submit Material Test Certificate. Material Test Certificate is to be submitted on delivery of each lot against individual Purchase Orders.
3	**Shelf Life Requirement:** The supplier shall submit a Shelf Life Certificate confirming that the material has a minimum shelf life on one (01) year from the date of delivery. Shelf Life Certificate is to be submitted on delivery of each lot against individual Purchase Orders.
4	**Guarantee Certificate:** The supplier shall submit 06 months Guarantee certificate against manufacturing defect. Guarantee Certificate is to be submitted on delivery of each lot against individual Purchase Orders.
5	**Delivery time and term:** Delivery shall be within 30 days from the date of individual P.O. in the multiples of 7.5 MT.
6	**Distribution of Load Share:** 100% share will be allocated to L1 bidder. But distribution shall be as per MSE and Make in India clauses if applicable.
7	**Tender Finalization:** Tender Finalization shall be through **reverse auction.**

	PLANT PURCHASING SPECIFICATION JAGDISHPUR	JP54799
		Rev No. 00
		PAGE 1 of 1

NON-FOAMING POLY VINYL ALCOHOL

1 SCOPE

This specification covers the requirement of purchase of Non-foaming Poly Vinyl Alcohol (PVA)

2 APPLICATION

It is used as Green stage binder to manufacture abrasion resistance ceramic tiles of high alumina composition (Alumina % 85 to 99 %). The Process is used for granulation through spray dryer. The slip stirrer RPM is around 250

3 PHYSICAL PROPERTIES

1. Solid Content : 12 — 15 %
2. PH Value : 5 to 8
3. Ash Content: Max. 0.2%
4. Viscosity at 30°C: Min 50 poises
5. Hydrolysis: Min 80 %
6. Colour : Clear

4 TEST AT MANUFACTURER END

Testing to be done on each lot or part thereof at manufacturer end.

5 SUPPLY

Supply shall be done in solution form and the supplier shall furnish test certificate with each lot.

6 PACKING & MARKING

Material Shall be packed suitably to avoid any damage/loss in transit or storage in the packing of 50 Kg or less.

7 REJECTION AND REPLACEMENT

BHEL reserves the right to reject the material non-complying to above specification. Supplier will have to provide replacement of rejected lot within 45 Days or as specified by BHEL authority.

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It must not be used directly or indirectly in any way detrimental to the Interest of the company.

Revisions:			Issued: **CERAMIC LAB**		
Rev No.00	Amd No.	Reaffirmed	Prepared:	Approved:	Dt. of 1st Issue 09-03-2023
Dt:	Dt:	Year:	Ceramic Lab		

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SL. NO.	DESCRIPTION
1	**General:**
A	These **General Terms & Conditions (GTC)** shall apply to all tender enquiries, notice inviting tenders (NIT), request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., FSIP, Jagdishpur (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. **Special / supplementary/**Notice Inviting Tender (NIT) **terms and conditions of enquiry, if any, will override the terms and conditions mentioned in this GTC.**
2	**General Instructions - Common for Indigenous & Foreign enquiries**
	Supplier may also be referred as Bidder/Vendor. The terms are being used interchangeably. A Purchase Order is a document issued by a buyer to a seller indicating the items or services wish to purchase. Purchase Order shall be treated as a contract and both are interchangeable. Order of precedence will be as follows: *a.* Any Corrigendum *b.* NIT Terms & Conditions *c.* Special/Supplementary terms and Conditions *d.* General Terms and Conditions
A	**Through E- procurement-**
	i. Offer shall be submitted by the bidders in single / two parts as called in Tender enquiry. **ii.** Bid Part - I Technical cum Commercial bid Bid Part - II Price bid **iii.** Suppliers shall quote ***price*** on BHEL/authorised third party service provider **e-procurement site.** Any deviation from the price format shall be clearly brought out in the offer Bid part-I. The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. **Bidders to put sign and seal on all the uploaded documents.** The quotation should be uploaded on the site before due date and time. 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.
B	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the BHEL and the conditions contained in this GTC, including special conditions, if any, for this enquiry shall only prevail, unless agreed by BHEL.
C	**Wherever Reverse Auction is called for** **REVERSE AUCTION (RA):** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on https://www.bhel.com/supplier-registration) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do (es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking." **Wherever Reverse Auction is not called for** **PRICE BID OPENING:** Tender shall be finalized via price bid opening of all the techno-commercially qualified bidders in place of RA. Price bid should contain only price of item. Anything other than price of item shall be invalid. *Tender finalization mode (RA or Price bid opening) shall be specified in NIT / Special / supplementary terms and conditions of enquiry.*
D	The goods offered shall confirm to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. **BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.**

E	Wherever, any make/ brand specific requirement is there in tender, the offers shall be submitted directly by Manufacturer/ OEM or his authorized agent/dealer/distributor only. Unsolicited offers shall be summarily rejected. In case both OEM and its Authorized agent/dealer/distributor quote against tender, offer of only OEM shall be considered.
F	Bid in **single part** or techno-commercial bid in **two-part** system (as the case may be) will be opened on the due date. In case of two-part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date.
G	In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail.
H	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
I	Bidders who are not registered with BHEL FSIP, Jagdishpur may visit www.bhel.com and may fill up online "Supplier Registration Form" on BHEL link (http://supplier.bhel.in) along-with all the supporting documents.
J	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response (Not Quoted in last four consecutive tenders or all enquiries in last two years whichever is earlier) on the part of vendor may lead to his deletion from BHEL's approved vendor list.
K	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.
L	Goods shall be consigned to Store Officer, BHEL, FSIP, IA Jagdishpur Dist- Amethi (U.P.) India, unless otherwise specified in the PO.
M	All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website (www.bhel.com)/ https://eprocurebhel.co.in/nicgep/app eProcurement website only.
N	In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
O	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. Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses. Distribution in case of two qualified bidders shall be as per BHEL's discretion only. Purchaser can also consider awarding of part of the tendered quantity to other than L1 bidder at L1 counter offered rates, if the quantity offered by the L1 bidder is less than the quantity tendered for. BHEL can also award order to L1 bidder/counter offer accepted bidders in case any bidder is not supplying/delaying the supplies and in this case the distributed quantity shall not be considered in loading share. The loading of Order shares on suppliers will also be subject to their performance (Quality, Delivery and Service) for the supplies made against Purchase Orders. The suppliers with consistence good performance will be preferred over poor performance supplier and encouraged with more order share. Depending upon performance in supplies BHEL shall go to redistribute the pending orders/shares of poor performer to other suppliers whose performance in supplies is better.
P	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, ***besides BHEL taking appropriate punitive action as deemed fit as per policy.***
Q	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
R	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.

3	**Delivery Terms**
A	**Indigenous Purchase**
	Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry.
B	**Foreign Purchase — Imports**
B1	1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT) & Break-bulk Cargo at Mumbai (MPT). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. 6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 8. Please visit BHEL website for details of named Air ports and Sea ports. Name of the gateway port so chosen by the Seller shall be indicated by the Bidder in his offer.
B2	1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum **14 days' detention free period** from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be **loaded** for the period short of 14 days' period. 2. *Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Seller's account.*
C	If bidder insists for Ex Works Delivery in FOR tenders, BHEL shall load for transportation charges as per BHEL transport rate contract. In case of rate contract is not available, BHEL may seek budgetary offer for transportation charges.
4	**Delivery Schedule & Completion date**
A	• Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. • If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable. • BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery. • In case of unsatisfactory performance on quality / delivery BHEL will have right to discontinue the contract in part or full.
B	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination.
D	In case of 'Ex-works' delivery terms, the date of Intimation by supplier to lift the material or date of invoice, whichever is earlier, shall be the contractual delivery completion date.
5	**Transit Insurance**
	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.

6	**Force Majeure**
	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control.
	The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. 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.
7	**LD/Penalty for delayed delivery/ performance.**
A	Subject to force majeure conditions, I. LD shall be 0.5 % of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. II. In case of staggered delivery schedule, LD shall be 0.5 % of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value of that lot. However, even if a staggered delivery schedule for Capital Machine / BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value. III. In case of any amendment/ revision, the LD shall be linked to the amended / revised PO value. Any loading on LD/penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value). The same shall be intimated separately prior to price bid opening. **Note: "Recovery of LD will not include GST".** Date of Gate entry at BHEL shall be considered as date of material receipt for LD purpose except Ex Works PO. In case the contractually agreed delivery date falls on a holiday in BHEL FSIP Jagdishpur, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty. In case any supply is rejected by BHEL, Receipt date of replacement material shall be considered as date of material receipt for LD purpose.
8	**Indian Agents and Agency commission**
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
B	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.

9	**Documentation:**
A	**Indigenous Purchase**
	For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha , prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs. five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs. five lakhs, in case they were not digitally signed and uploaded on the portal. **Note- "The material will not be accepted inside BHEL in absence of the above. "**
B	**Foreign Purchase — Imports**
	A. Vendor to share immediately Bill of lading with Import Invoice and packing list of material at mssea@bhel.in and incorporate following detail in the bill of lading: **a. Import & export Code (IEC) of importer;** **b. GST Identification No (GSTIN) of importer;** **c. Official email id of importer (to be used for correspondence by shipping lines and Customs) – mssea@bhel.in to be included.** B. Seller shall send **1** set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser. 1. Express / Original 'Clean on board' Bill of Lading / AWB. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package. 3. Original Certificate of Country of Origin issued by Chamber of Commerce. 4. One set of Original Test Certificates and O&M Manual where called for. 5. Fumigation / Phyto Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 6. Supplier should additionally forward 2 sets of original documents mentioned at point 1 to 5 along with original bill to Lading through any international courier service / registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following: (i) Head- M.S Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA E-mail: mssea@bhel.in (ii) Head- Finance Administrative Bldg. BHEL, FSIP, IA Jagdishpur Amethi, 227817, UP, India And **confirm forwarding details** to Purchase Officer, BHEL, FSIP, IA Jagdishpur 227817, Amethi , UP, India-through email. 7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. No 9- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. In case any discrepancy is raised by bankers / BHEL with respect to documents submitted, vendor to facilitate clearance of goods through Delivery Order.

C	**General**
	1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. 2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document 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.
10	**Pricing Terms:**
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation / increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
11	**Price Validity :**
	Unless stated otherwise in the enquiry, offer shall be valid for a period of **90 days** from the date of Techno- commercial (Part-I) bid opening date.
12	**Taxes & Duties - Indigenous Purchase:**
A	Vendor to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
B	Vendor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
C	Vendors to declare filing of timely returns and GST remittance / likely remittance / ITC adjustment along with invoice.
D	Vendor to submit invoices compliant with GST invoice Rules
E	Vendors to comply with all statutory provisions as may be applicable at the time of despatch / sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
F	Vendor 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, vendors have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the vendor on submission or delivery of material / services the same shall be passed on to them. In respect of free issue material by BHEL, vendors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the vendor, the additional financial implications on BHEL shall be passed on to the vendor.
H	Vendors to provide the applicable HSN / SAC codes as called for in the enquiry.
I	**e-Invoicing**: In line with notifications of the Government of India in the Ministry of Finance (Department of Revenue), GST invoices are to be uploaded by vendors on the Invoice Registration Portal (IRP) as per applicability of relevant notifications and shall submit the unique 'Invoice Reference Number (IRN)' after digitally signing the e-invoice generated by IRP. It is important to note that where a vendor is required to issue an e-invoice but fails to do so, then such invoice would not be treated as a valid invoice under GST law for availing input tax credit (ITC).
13	**Taxes & Duties - Foreign Purchase — Imports**
	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
14	**Payment Terms-**
A	**Indigenous:** 100% payment in 90 days of receipt (45 days for MSE having UDYAM certificate, registered suppliers as per relevant Act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. GST amount shall be released only after the same is credited in BHEL account in GSTR 2.

	In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order [Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.
B	**Foreign:** 100% direct Payment payable on 90th day of B/L / AWB.
	Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded as per below point: (i) Repo Rate (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 4% shall be considered for loading for the period of relaxation sought by bidders. (ii) Wherever LC payment terms are not offered in NIT and the same is insisted by bidder(s), all LC related bank charges to be incurred by BHEL shall also be loaded. (iii) In case of deviation w.r.t. LC payment terms offered in NIT, the loading shall be done for all LC related bank charges to be incurred by BHEL.
C	Foreign vendors to submit declaration of **Permanent Establishment and Business Connection (PEBC**) for remittances purpose. Declaration to be submitted in required formats whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.
D	Foreign vendors to submit **Tax Residency Certificate (TRC) & Form 10 F** (for obtaining DTAA benefits) in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor's country. If the informative part of the format (other than residency) is not furnished by the authorities, the same may be furnished by the vendor as a declaration.
15	**Inspection of Goods**
A	The Seller shall give adequate notice, of 1 week (unless otherwise stated) or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and Workmanship / Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
C	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.
D	All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.

E	**REJECTION:** If any goods are rejected, BHEL shall be at liberty to take action as per following: a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL. **or** b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier there after. **or** c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL. **or** d) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier. **or** e) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 45 days from the date of intimation of rejection or 30 days after receipt of the intimation of rejection whichever is earlier. If vendor fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.
16	**Guarantee / Warranty and corresponding Repairs / Replacement of Goods**
	Manufacturer's works test / infection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The Guarantee/ Warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the Guarantee/ Warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchasers/ his subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by the purchaser.
17	**Evaluation and Loading Criteria:**
	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/Other applicable loading). 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 vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account. The evaluation currency for this tender shall be **INR (Indian Rupees).**
18	**Variation of orders**
	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Jagdishpur.

19	**Sub-contract**
	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
20	**Recovery / deductions of amount from supplier**
	A) Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted 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.
21	**Safety During Inspection by BHEL/TPIA**
	The vendors shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The vendor shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. 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.
22	**Non-Disclosure Agreement**
	All Drawings 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. ***BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.***
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
23	**Settlement of Disputes & Arbitration**
	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018.
A	**CONCILIATION:** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

B	**ARBITRATION**: Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitration as per the provisions of The Arbitration and Conciliation Act. The dispute may be referred to an appropriate Arbitral Institution for adjudication of dispute by a Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
D	A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. In case the disputed amount (Claim, Counter claim including. interest is Rs. 10 crores and above), the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of disputed amount as above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) 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 & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12- 2022 as amended from time to time.

24	**Applicable Laws and Jurisdiction of Courts**
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Sultanpur/Amethi/New Delhi (for foreign Bidders only) in the State of Uttar Pradesh, India shall have sole jurisdiction.
25	**Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) — Indigenous Purchase**
A	MSE bidders must submit the valid UDYAM certificate along with their bid 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.
B	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% out of 25% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). **Special provision for Micro and Small Enterprises owned by Women**: 3% reservation for women owned MSEs under following conditions: - i. In case of Proprietary MSE, proprietor is woman. ii. In case of Partnership MSE, the woman partner is holding at least 51% share in the unit. iii. In case Private limited companies, at least 51% share is held by woman promoters. **In case of indivisible tender, the full quantity shall be awarded to L1.**
26	**Integrity Pact (IP) — Independent external monitors (IEM)** For tenders in which integrity pact is applicable, following points stand valid :
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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Name : ---------- Address:---------- mail : ---------- } As indicated in NIT / enquiry : _____
B	Please refer Section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender. **NOTE:** No routine correspondence shall be addressed to the IEM (phone / post / e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications / issues shall be addressed directly to the tender issuing (procurement) department.
27	**Fraud Prevention Policy** : The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
28	**GSTN nos. of vendors as well as GSTN No of BHEL must be mentioned on the invoices/bills of the materials. Please note that correct HSN code as well as rate of GST be mentioned in the invoice/bills.** BHEL FSIP GSTIN Reg. No: **09AAACB4146P2ZC** State Code: **09** (Uttar Pradesh)
29	**(a) Right of Acceptance**: BHEL reserves the right *to accept the offers in part or in full.* BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced/increased quantity without any extra charges. **(b) Right of Rejection /Non- Placement of PO**: BHEL reserves the right to reject the offers in part or in full or cancel the Tender enquiry-without assigning any reason. BHEL is not bound to place PO of tendered items.

	(c) Wherever BHEL business interest will contradict with any supplier, offer of that supplier may be rejected.
30	**Deviation**: Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.
31	**Benefits earmarked to suppliers for Purchase under 'MAKE IN INDIA'**
	Compliance to **MAKE IN INDIA** (MII) circular issued by GOI: "For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part II bids against this NIT".
	As part of minimizing import content, Government of India, vide order no P-45021/2/2017-B.E.-II dated 15.06.2017, under the subject – Public Procurement (Preference to Make in India) -- has set the initiatives to encourage and promote indigenously manufactured goods within India and services provided by sources within India. In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local suppliers) are given purchase preference and are entitled to benefits in the tender
A	**Definitions**
(i)	Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Presently, the minimum local content required is 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
(ii)	Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.
B	**Conditions under which preference is given**
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more that Rs 50 lakhs, provisions of 31(A) (ii) and 32(A)(iii) shall apply.
(ii)	If the procurement of goods are not covered by 31(A)(i) and are divisible in nature, the following procedure shall be followed :
a	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
iii	If the procurement of goods are not covered by 31(A)(ii) and are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed :
a	If L1 is a local supplier, the order shall be awarded to local supplier

b	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1 price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may be awarded to the L1 bidder.
C	**Exemption of small purchases**
	Notwithstanding anything contained at clause 31 above**, procurements** where the estimated value of procurement is less than Rs 5 lakhs are **exempt and** purchase preference shall not be accorded in such cases. However the exemption shall be applicable as per latest Govt. of India guidelines.
D	**Verification of local content**
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of Business dealings with Suppliers
E	**In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.**
32	**RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES (GFR) 2017: As per latest government guidelines**
I	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
II	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
III	"Bidder from a country which shares a land border with India" for the purpose of this Order means: -
a	An entity incorporated, established or registered in such a country: or
b	A subsidiary of an entity incorporated, established or registered in such a country; or
c	An entity substantially controlled through entities incorporated, established or registered in such a country; or
d	An entity whose beneficial owner is situated in such a country; or
e	An Indian (or other) agent of such an entity; or
f	A natural person who is a citizen of such a country; or
g	A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
IV	The beneficial owner for the purpose of (iii) above will be as under:
1	In case of a company or limited liability Partnership, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanations –
A	"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company

B	"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements of voting agreements;
2	In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical of capital or profits of the partnership;
3	In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property of capital of profits of such association or body of individuals;
4	Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5	In case of trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
V	An agent is a person employed to do any act for another, or to represent another in dealings with third person.
33	**Conciliation**
	BHEL and bidder agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the terms & conditions of order, which the parties are unable to settle mutually), arise inter-se the parties, the same may, be refereed by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL panel of Conciliators Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.
34	**Clause for Suspected Cartel Formation**
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
	Important Note: The bidder will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in same tender, so as to eliminate the possibility of cartel formation.
35	**CONFLICT OF INTEREST**
	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified**. Bidder has to submit sealed and signed declaration (Annexure-11) along with their offer.
36	**SUSPENSION OF THE BUSINESS DEALINGS**
	Defaulter suppliers/contractors shall be treated as per BHEL's Guidelines for Suspension of the Business Dealing with suppliers/contractors.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site https://www.bhel.com/supplier-registration.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2 **Commitment by Bidder/ Supplier/ Contractor**:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. 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.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, 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 extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions.

37	**BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

Bidders to submit Bid Security / 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)).
Applicability: The applicability of Bid Security / Earnest Money Deposit (EMD) the subject tender shall be mentioned the special terms and conditions of the tender enquiry/NIT.
Amount of EMD: The amount of Bid Security / Earnest Money Deposit (EMD) the subject tender shall be mentioned the special terms and conditions of the tender enquiry.
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. **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. **Return of EMD** (i) Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. (ii) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender). (iii) EMD shall not carry any interest.
38	**PERFORMANCE SECURITY/ Security Deposit**
	To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security shall be submitted by successful bidder after award of the contract. Performance security is to be submitted by the date specified in the contract. **Applicability:** The applicability of Performance security the subject tender shall be mentioned the special terms and conditions of the tender enquiry/NIT. **Amount of Performance security**: The total amount of Performance Security shall be mentioned in contract (which is usually 5% of the contract value, however this value may vary as per BHEL discretion). **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. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities. Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. **Forfeiture of Performance Security:**

	The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. **Return of Performance Security:** Performance Security shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.
39	**BREACH OF CONTRACT, REMEDIES AND TERMINATION**
A	The following shall amount to breach of contract: I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.
B	**<u>Remedies in case of Breach of Contract.</u>** i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued. iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners: iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notices to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

	v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor
C	**<u>LD against delay in executed supply in case of Termination of Contract:</u>** LD against delay in executed supply shall be calculated in line with LD clause no. 7 above, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method of calculation of "LD against delay in executed supply in case of termination of contract" is given as below- i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii. Let the value of executed supply till the time of termination of contract= X iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv. Delay in executed supply attributable to Supplier/Vendor i.e. T2=[1-(X/Y)] x T1 v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as contract value and "T2" as period of delay attributable to Supplier/Vendor.
40	**Grievance Redressal Mechanism**
	To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: **1.First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. **2.Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix."
41	**Annexures**

Annexure-1

CERTIFICATE OF NO DEVIATION

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

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

Dear Sir,

Subject: No-Deviation Certificate

Ref: 1) Tender Enquiry No…….
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:
Place:

Annexure-2

UNDERTAKING

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

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

Dear Sir,

Subject: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: 1) Tender Enquiry No……..

I/We, ……declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:
Place:

Annexure-3

NON-DISCLOSURE CERTIFICATE

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

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

Hence, I/We ……. who are submitting offer for providing services to BHEL FSIP against Tender Enquiry No……. hereby undertake to comply with following in line with Information Security Policy of BHEL FSIP.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL FSIP.

Thanking you,

(Signature, date & seal of Authorised Signatory of bidder)

Date:

Place:

Annexure-4

Declaration

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

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

Dear Sir,

Subject: Details of related firms and their area of activities

Ref: 1) Tender Enquiry No……

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, ……(NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:
Place:

Annexure-5

Declaration

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

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

Dear Sir,

Subject: Details of relation/relatives of Proprietor /Partner(s)/ Director(s) employed in BHEL

Ref: 1) Tender Enquiry No……..

I/We hereby submit the following information pertaining to relation/relatives of Proprietor /Partner(s)/ Director(s) employed in BHEL.

Tick any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.
ii.

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder.

Annexure-6

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

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

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur, Amethi-227817

Dear Sir,

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

Ref: 1) Tender Enquiry No-……..

We hereby certify that the items/works/services offered by M/s…… …… (Name of of bidder) has a local content of …… % and this meets the local content requirement for **Class-1 Local supplier/ class-2 Local supplier/Non-Local** ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. ……. 2. …….

3. …… 4. ……

...

Thanking you,
Yours faithfully,

(Signature, Date & seal of Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidders quoted value is in excess of Rs 10 Crores, the authorised signatory of this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder

Annexure-7

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

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

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur, Amethi-227817

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017).

Ref: 1) Tender Enquiry No ……
2) All other pertinent issues till date

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 …… ……. (NAME OF THE Bidder organisation), is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

(Signature, Date & seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Annexure-8

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(On non-Judicial paper of appropriate value)

Bank Guarantee No-…….
Date-……..

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

Dear Sirs,
In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender Enquiry No-…….. M/s……. having its registered office at ……. (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work/supply of ……. Invited by Bharat Heavy Electrical Limited (Employer) through its unit at Fabrication, Stamping and Insulator, Jagdishpur.

The tender conditions provide that the tenderer shall pay a sum of Rs……. as Ernest 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 Rs ..... 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..... (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 or 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 not withstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

The Guarantees shall be irrevocable and shall remain inforce upto and including……. 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……. We shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Sultanpur (Uttar Pradesh) shall have exclusive jurisdiction over any matter arising out of or in connection with Bank Guarantee.

We ……. Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The lability of bank under this guarantee shall not exceed …….
b) This Guarantee shall be valid upto ……
c) Unless the Bank is served a written claim or demand on or before _____ 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.

d) This bank Guarantee shall be effective only when the BG massage is Transmitted by the issuing bank though SFMS to the bank of beneficiary IFSC: SBIN0009072, Bank: STATE BANK OF INDIA, BRANCH: IGFCC Branch, A/c no. 10405292240, A/c Name: Bharat Heavy Electricals Limited.

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:

Notes:
1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp
Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

Annexure-9

BANK GUARANTEE FOR PERFORMANCE SECURITY
(On non-Judicial paper of appropriate value)

Bank Guarantee No…….
Date…….

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

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 BHEL House, Siri Fort New Delhi through its Unit at Fabrication Stamping and Insulator Plant, Jagdishpur having awarded to…… (Name of the Vendor / Contractor / Supplier) with its registered office at…… ……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 Refs No……and the Vendor / Contractor / Supplier having agreed to provide the a contract performance bank guarantee, equivalent to % (… percent) value of the contract to the employer for the faithful performance of the Contract.

We, AXIS BANK LIMITED, (here in after 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 Immediate pay to the Employer a any sum or sums upto a maximum amount of Rs ……(Rupees in words ……) 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 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 Performance Bank Guarantee shall remain in force upto……. and including and 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.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.
Courts at Sultanpur (Uttar Pradesh) shall alone have exclusive jurisdiction over any matter arising out of or in connection with this bank guarantee.
We ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this guarantee shall not exceed-----
b) This Guarantee shall be valid up to
c) Unless the Bank is served a written claim or demand on or before..... 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.
d) This bank Guarantee shall be effective only when the BG massage is Transmitted by the issuing bank though SFMS to the bank of beneficiary IFSC: SBIN0009072, Bank: STATE BANK OF INDIA, BRANCH: IGFCC Branch, A/c no. 10405292240, A/c Name: Bharat Heavy Electricals Limited.

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)

Notes:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp

Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

Annexure-10

LIST OF CONSORTIUM BANKS

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

Annexure-11

DECLARATION FOR CONFLICT OF INTEREST

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

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

Dear Sir,

Subject: Declaration for Conflict of Interest

Ref: 1) Tender Enquiry No…….

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

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

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or

informal with other Bidder{s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Note: In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitab1e action shall be taken by BHEL as per extant policies/ guidelines.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

Annexure-12

DECLARATION FOR OWNERSHIP STATUS OF MSE

(To be filled and Submitted in the Letter Head of the Company/Firm of Bidder)

To
Fabrication, Stamping and Insulator Plant
Bharat Heavy Electrical Limited
Jagdishpur
Amethi-227817

Dear Sir,

Subject: Declaration for ownership status

Ref: 1) Tender Enquiry No…….

Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate (UDYAM) etc. in support of the same along with their techno-commercial offer.

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

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

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:
Place: