

BHEL :: BAP :: RANIPET										
PURCHASE DEPARTMENT										
ANNEXURE-A										
SCOPE : SUPPLY OF COLD ROLLED COILS IN SIZES/SPEC/QTY AS DETAILED BELOW:										
Enq SNO	Item	SIZES		MATERIAL SPECIFICATION	APPLICABLE BHEL TDC	Total Qty (MT)	Qty Tolerance	Remarks	Delivery Period	Supplier Status (Quoted/Not Quoted)
		THICKNESS (mm)	WIDTH (mm)							
1	CR Coil	1.25	903	IS 513 Gr. CR3	TDC RTE 257 REV 04	6900.0	+/-5%	To be supplied in trimmed condition only	Within 90 days from PO	
Total						6900.0				
Note: Only Indigenous Sources will be eligible to bid and Item wise evaluation will be applicable. Last 3 years balance sheet and P&L statement to be submitted. 1) BHEL shall not be resorting to Reverse Auction (RA) for this tender. 2) Prices are to be quoted on Per MT basis only. Payment term : Note: The offers of vendors will be evaluated on total landed cost to BHEL, Ranipet. For MSE Vendor payment – 100% direct payment through EFT will be released within 45 days from receipt of and acceptance of material at our stores. For Non-MSME Vendor payment – 100% direct payment through EFT will be released within 90 days from receipt of and acceptance of material at our stores. In case LC is insisted, it shall be 100% Irrevocable Unconfirmed Letter of Credit with 120 days usance period with all charges to Supplier's account. e.g - Total Landed cost = FOR Rate in INR(A) + Applicable Taxes (B) + Loading for Payment terms, LD & Technical Loading, etc if any (C) – Applicable input tax credit (D) 3) All necessary document required to meet the Pre Qualification Criteria to be submitted along with technical bid without fail. 4) Quantity Tolerance: As mentioned in above table for individual line items. Supplies beyond this tolerance will be rejected and returned to the supplier. 5) In case of offer with equivalent material grade, then copy of the entire specification of that equivalent grade shall be submitted along with the techno-commercial bid without fail. 6) Offer for partial quantity against an individual item is not acceptable and such offers will not be considered for further process for that item. 7) Annexure A is to be duly signed, scanned and uploaded during submission of offer. Pointwise specific confirmation to BHEL TDC to be given in the Techno-Commercial Bid without fail; otherwise offer may not be considered. 8) Bids will be opened on the tender due date and in case of any request for due date extension, the same may not be considered. Hence please ensure submission of bid on or before the due date specified in the tender. 9) Signed & stamped copy of Integrity Pact to be sent along with the offer superscribing the tender & NIT No on it. IEM Details: Shri Otem Dai, IAS (Retd.)-(Email: iem1@bhel.in) 10) First inspection will be carried out by BHEL only and subsequent inspections will be by BHEL/BHEL approved Third Party Inspection Agencies (Inspection charges shall be borne by BHEL). In case of any clarification, kindly email to riteshanand@bhel.in/kroy@bhel.in & contact @ 04172 284694 / 284447 between 0900 hrs to 1730 hrs. All corrigenda, addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on BHEL website (www.bhel.com) and EPS(https://eprocurebhel.co.in/nicgep/app). Bidders should regularly visit mentioned website to keep themselves updated. Registration process for items required by BHEL is always open at https://supplier.bhel.in . Prospective suppliers (including MSEs & Owned by SCs/STs) may visit this site and apply for registration in the respective unit.										
Dy Mgr/Purchase										

Annexure C- OT Enquiry

SL.	CLAUSE	CLAUSE DETAIL / BHEL'S REQUIREMENT	Supplier acceptance	Remarks
1	PRICE	Firm till completion of order.		
2	DELIVERY TERMS	F.O.R. DESTINATION (Destination: BHEL Stores, Ranipet)		
3	PACKING CHARGE	To be included in Basic.		
4	FORWARDING CHARGE	To be included in Basic.		
5	FREIGHT CHARGES	To be included in Basic.		
6	INSURANCE	To be included in Basic.		
7	OTHER CHARGES	Please mention, if any.		
8	GST %	To be indicated by supplier.		
9	HSN CODE	To be indicated by supplier.		
10	GSTN NO. OF ORG.	To be indicated by supplier.		
11	BHEL'S PAYMENT TERMS	For MSE Vendor payment – 100% direct payment through EFT will be released within 45 days from receipt of and acceptance of material at our stores. For Non-MSE Vendor payment – 100% direct payment through EFT will be released within 90 days from receipt of and acceptance of material at our stores. In case LC is insisted, it shall be 100% Irrevocable Unconfirmed Letter of Credit with 120 days usance period with all charges to Supplier's account.		
12	DELIVERY PERIOD	As per Annexure A		
13	L.D. CLAUSE	The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above. Date of material receipt at our stores will be considered as the "Delivery date as mentioned in purchase order for indigenous vendors.		
14	OFFER VALIDITY	Minimum 90 days from the date of Technical Bid opening and 30 Days from Reverse Auction.		
15	INSPECTION BEFORE DISPATCH	Inspection before dispatch at supplier's works		
16	TEST CERTIFICATE	To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions		
17	BREACH OF CONTRACT CLAUSE	In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered from other financial remedies (i.e. available bills of the supplier, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.		
18	BHEL STANDARD GUARANTEE CLAUSE	Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order.		
19	MSME / NON MSME STATUS Purchase Preference to MSE vendors will be given as per existing guidelines of GOI.	Please mention whether your company falls under the category " MSME or non MSME. If MSME - Micro, small or medium enterprise, copy of Udyam Registration Certificate shall be submitted along with the offer. [IMPORTANT NOTE: - MSE suppliers can avail intended benefits only if they submit along with the offer, Applicable Udyam Registration Certificate]		
20	PLACE OF MANUFACTURING	Please mention your complete address of the place of manufacturing.		
21	ACCEPTANCE FOR REVERSE AUCTION(BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender)- https://www.bhel.com/guidelines-reverse-auction-2021	Price bid opening through Reverse Auction only	RA-Not applicable for this tender	RA- Not applicable for this tender

Annexure C- OT Enquiry

SL.	CLAUSE	CLAUSE DETAIL / BHEL'S REQUIREMENT	Supplier acceptance	Remarks
22	Class I/II Local supplier or Non-Local Supplier. Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.	Details to be furnished in Local content declaration format(Attachment- Part of Tender document). The Tender value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.		
23	SUPPLIER REGISTRATION FORM- ONLINE SUBMISSION IS TO BE DONE AND SOFT COPY OF THE SAME TO BE UPLOADED ALONG WITH TECHNICAL BID BY NEW VENDORS.	To be submitted by supplier		
24	FOREIGN OFFERS: COUNTRY OF ORIGIN, MILLS LETTER OF AUTHORITY & AGENCY AGREEMENT	Only Indigenous Sources will be eligible to bid.		
25	WHENEVER THERE IS AN INDIAN AGENT TO REPRESENT A SUPPLIER, IT IS MANDATORY TO GIVE THE DETAILS OF SERVICES TO BE RENDERED BY INDIAN AGENT AND / OR THE DETAILS OF AGREEMENT BETWEEN SUPPLIER AND AGENT. SUPPLIER TO INDICATE THE AGENCY COMMISSION PAYABLE. INDIAN AGENCY COMMISSION WILL BE PAID ONLY IN INDIAN RUPEES, CALCULATED AT THE RATE OF EXCHANGE PREVAILING ON THE DATE OF PRICE BID OPENING. THIS IS PAYABLE ON SATISFACTORY COMPLETION OF THE CONTRACT. AGENCY AGREEMENT COPY SHALL BE SUBMITTED WITHOUT FAIL.NOTE: IN ORDER TO MAINTAIN SANCITY OF THE TENDER SYSTEM, IT IS MANDATORY THAT ONE AGENT CANNOT REPRESENT TWO SUPPLIERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY. IF ANY AGENT REPRESENTS MORE THAN ONE SUPPLIERS ALL SUCH	NA		
26	TECHNICAL DELIVERY CONDITION (TDC)	As per TDC/s Attached along with Tender documents. Clause wise / Point wise confirmation to be Submitted.		
27	CONTACT PERSON NAME, CONTACT NO. & E-MAIL ID.	Please mention		
28	ALTERNATE CONTACT PERSON NAME, CONTACT NO. & E-MAIL ID.	Please mention		
29	QUANTITY TOLERANCE	As per Annexure A of Tender Docs		
30	INVOICING	Actual Net Weight basis only		
31	ANY OTHER DEVIATIONS	Please mention		
32	CURRENCY QUOTED	Please mention		
33	BIS registration certificate as per Ministry of Steel Order, DT:16.02.2018.	To be confirmed by supplier		

**Pre-Qualification Requirement
To
Participate in Tender for CR COIL PROCUREMENT
(To be submitted along with Offer for Technical BID Evaluation)**

Following are the Pre-Qualification Requirement

SI No.	Criteria	Document proofs to be submitted	Bidder Compliance (Yes/No/Comment)
01	Confirmation to TDC:RTE:257/04 requirements	Signed copy of TDC:RTE:257 REV:04 shall be submitted as a proof of conformity	
02	Bidder should be a manufacturer.	Certificate of being original manufacturer.	
03	Suppliers shall indicate their experience for the tendered specifications.	Copy of PO and relevant Invoice to be submitted.	

- BHEL reserves the right to verify information / confirmation furnished by asking additional documents Proofs etc.
- BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.
- Compliance to all the above Pre-qualification requirements is mandatory. In absence of PQR compliance vendor's offer are liable for rejection.

Declaration:

We understand that all the proofs/documents submitted by our firm for all the above points are subject to verification and in case BHEL finds any discrepancy in any of the documents submitted by us like fake/false/forged documents, Certificates or information, action may be taken against our firm as per extant guidelines of BHEL.

Bidder's Seal & Signature

	Technical Delivery Condition(TDC) For Cold Rolled Low Carbon Steel Flat Product for Cold Forming (Collecting Electrode Coils)	Doc Ref.	TDC:RTE:257
		Rev. No.	04
		Date	09.11.2020
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1.0 SCOPE

This TDC specifies the requirements for the supply of cold steel sheet coils for collecting Electrode.

2.0 MATERIAL SPECIFICATION

2.1 The applicable specification are as follows;

2.1.1 Carbon steel:

- a) JIS G 3141 SPCD-SD
- b) IS: 513 CR-3 [Gr.DD] (Killed, matt finish & best surface)]

2.1.2 Corrosion Resistant Steel:

- a) EN 10130-DC 03 (1.0347)-B-m
- b) COR-TEN A or equivalent

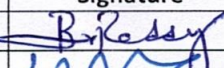
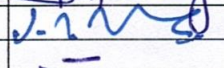
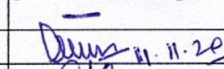
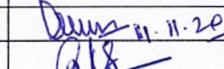
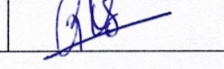
3.0 ADDITIONAL REQUIREMENTS

- 3.1 Tolerance on thickness: ± 0.05 mm
- 3.2 Tolerance on width + 3.0 mm, -0.0 mm
- 3.3 Coil weight shall be restricted between between 12-20 MT for higher width collecting electrodes. Weight of coils for lower width collecting electrodes shall be restricted within 5MT.
- 3.4 ID of the coil shall be restricted to 500-610mm
- 3.5 The camber in the coil shall be maximum of 6 mm for any continuous length of 15 M.
- 3.6 Supply condition of edges in Trimmed only(Coil shall be free from slit edges,scales,rust,etc)

4.0 CHEMICAL AND MECHANICAL PROPERTIES

4.1 Carbon steel:

- 4.1.1 The chemistry & Mechanical properties including hardness for the carbon steel coils shall be as per respective Specification.
- 4.1.2 Carbon steel coils of IS 513 Gr. DD-in addition to mechanical testing cupping test has to be conducted and acceptance norm shall be as per IS 513 Gr. DD

Prepared by	Reviewed by	Signature	Approved by
 Abdul Ghani Sr Engineer/QA	Engineering(AQCS) [B. V. Reddy]		 Arunachalam R DGM/QA
	Material Planning [Valluvan T.A.]		
	Purchase [Gowthaman A]		
	Quality Control(Proc) [Kesavan R]		
	Quality Assurance [Renjith K]		

Issued By Quality Assurance

 Ranipet	Technical Delivery Condition(TDC) For Cold Rolled Low Carbon Steel Flat Product for Cold Forming (Collecting Electrode Coils)	Doc Ref.	TDC:RTE:257
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4.2 CORROSION RESISTANT STEEL:

4.2.1 The chemistry and mechanical properties shall be as follows:

a) Chemical Composition:

-	C	SI	Mn	P	S	Cr	Cu	Ni
MIN	-	0.25	0.20	0.07	-	0.30	0.25	-
MAX	0.12	0.75	0.50	0.15	0.035	1.25	0.55	0.65

b) Mechanical Properties:

- Yield Point: 310 MPA (min),
- Tensile Strength: 445 MPA (min)
- Minimum % Elongation ($L_0 = 5,65 \sqrt{S_0}$)=20

5.0 PACKING:

- 5.1 Before packing, the coils shall be given a sufficient coat of rust preventive fluid on both sides (top & bottom).
- 5.2 Three binding strips through eye of the coil at equal spacing shall tightly be secured.
- 5.3 Polythene Sheet (thickness > 20 microns) shall be wrapped over the coil.
- 5.4 Subsequently coil shall be wrapped with polythene bonded Hessian cloth.
- 5.5 ID rings shall be provided at both the sides of the coil to protect the coil edges.
- 5.6 Entire Circumference of the coil shall be covered with GI sheet/painted sheet.
Subsequently both the faces shall be protected with metal sheets ie., full coil is to be covered with GI sheet/painted sheet.
- 5.7 Three cross strapping shall be tightly secured through the ID of the coil at equal spacing.
- 5.8 Two more strapping shall along the periphery shall be provided ensuring tight strapping.
The outer label shall be pasted on the packed OD of the coil.
- 5.9 A metal label containing the details as mentioned in clause on. 5.10 shall be secured at one of the outer cross strapping.

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5.10 Label containing following details shall be pasted on the ID and OD of the coil.

- Vendors Name
- Purchase Order No.
- Coil No.
- Specification and grade
- Gross Weight
- Net Weight.

6.0 TEST CERTIFICATE

Detailed correlated test certificates in English, to be submitted along with the supply, for the tests conducted as required in the respective specification and as mentioned in this TDC.

- 7.0 BHEL reserves the right to carry out incoming materials cross inspection checks on receipt of coils at BHEL Stores and reject the same, if found, not conforming to the requirement of PO and TDC.

RECORD OF REVISIONS

REV NO	DATE	REVISION DETAILS
00	25.11.1995	TDC: RTE: 024, TDC: RTE: 025, TDC: RTE:062,TDC:RTE:070 AND TDC:RTE:071, were reviewed and merged together.
01	15.05.2002	Totally reviewed and re-issued.
02	06.06.2007	Modified for better clarity.
03	21.03.2013	Clause no. 3.3-Coil weight changed to 12 to 20 MT instead of 8-10 MT considering the new roll forming machine installed at R1 Bay.
04	05.11.2020	Amendment A1 dated 18.07.2017 merged into the TDC. Clause no 3.6 added for requirement for supply condition of edges as per Material Planning mail dated 13 October 2020.

Issued By Quality Assurance

***(To be submitted In the company letter head by supplier)**

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From.

M/s _____

Address: _____

I/we are bidder from _____ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

***(To be submitted In the company letter head by supplier)**

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent 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 rights or shareholder's agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
 - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp_____

Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

*(To be submitted In the company letter head by supplier)

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s -----(Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows:

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....



ANNEXURE –B

General Conditions of Contract (GCC) / General Terms & Conditions

A]	Submission of Offer In this document, terms Seller, Bidder, Supplier, Vendor, Tenderer, and Offeror, are used interchangeably and all of them refer to the participants in the tender. Where the context so permits, these can also mean the entity on whom the order is placed by BHEL
i)	Invitation for bid a) Tenders are invited through electronic mode from all eligible suppliers for open tenders and from supplier(s) to whom the enquiry is addressed in case of Limited / Single Tender. b) The offers shall be posted into the system before the date and time specified in the tender document. c) The offer shall be sent on single part / two part / three-part basis as specified in the main tender document. d) Bids shall be submitted through <i>BHEL's e-procurement Portal</i> developed by NIC (https://eprocurebhel.co.in/) <i>ONLY</i>. Offers sent by post or any other such modes will not be entertained. e) In case of difficulties while registering on <i>BHEL's e-Procurement portal</i>, queries may be addressed to 0120-4711 508, 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on the 'Contact Us' page of the portal. f) <i>Authorisation for participation in EPS portal through DSC: E-Tender. Participation requirements:</i> Either the Principal or their authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal for further details. (https://eprocurebhel.co.in/). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal / agent and is valid legally. <u>1. For Foreign Principal</u> In case of the Principal being a foreigner, they may apply for DSC through the Indian embassy in their country and can register for participating in E-tenders. Details of the applicable procedure is available in the web page http://www.cca.gov.in/cca/. <u>2.For Indian agent</u> In case of agents of foreign vendors participating/registering their DSC (of authorised person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid. g) To participate in our tender(s), a vendor needs to login to the portal as an approved and registered user. You need to have a valid login id and password to login to the portal. Please enter your login id, password and click on 'Login' button. After 'Login,' you need to select your digital signing and encryption certificates certificate. If you are not a registered user, you can register yourself by clicking upon the 'Register' link and following the instructions provided on the screen.
ii)	Typical documents that would be required as part of tender submission a) <i>Complete technical Offer</i> with details, catalogues, as applicable. b) <i>Un-priced bid</i> (i.e. Bid without the Price) as per given format, if any. c) <i>Filled-in BHEL's Standard Terms & Conditions</i> as per Annexure(s) enclosed with the Tender Document d) <i>Deviation summary submitted in two parts</i> – giving the summary of technical deviations separately and the commercial deviations separately, if any and e) <i>Supporting documents</i> to substantiate equivalent material specifications / sections, where quoted for. f) Where asked for, <i>Client list</i> with their full addresses including details of contact person with phone no., postal address & e-mail ID to whom the same / similar items are supplied. The date of supply may also be indicated, against each client. The recency of the reference list required shall be as specified in the tender document. g) Suppliers can also upload their credentials by way of submission of Performance certificate(s) issued by their customer(s) detailing the quantity supplied and specification along with the un-priced order copies and proof of supply along with the offer. h) Dun & Bradstreet (D&B) reports shall be submitted by all non-Indian bidders towards the financial credentials. <i>Technical acceptance of offer by BHEL shall be based on the evaluation of offer along with the submitted documents.</i> i) <i>Bidders who are not already registered with BHEL Ranipet</i> are requested to submit the Supplier Registration Form (SRF) online (http://supplier.bhel.in/) for evaluating and registering them as approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation / registering the Supplier. <i>Please do not send hardcopies of the SRF</i> to us, <i>only</i> online submission shall be accepted. j) This registration process is a separate and parallel activity and is not to be mixed-up or combined with submission of offers.



iii)	Note - The materials offered, shall conform to the specification and scope attached in the tender. In case the offered materials are not conforming to the enquiry material specification, such offers would not be considered for evaluation and would be rejected. - Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected. - All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template). - Offer(s) from within India shall be submitted along with the applicable HS Number and the applicable Goods & services Tax (GST) for each quoted item, failing which the purchaser will not be liable for payment of such taxes and duties. Our GST No: 33AAACB4146P2ZL. - The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms <u>EXCEPT the PRICE</u> are to be indicated clearly in the offer. - No changes shall be entertained once the bid is opened unless otherwise specifically agreed to, in writing by BHEL. - Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid. - Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days. Offers sent by e-mail or post or courier would not be entertained. - Registration process for items required by BHEL is always open at https://supplier.bhel.in. Prospective suppliers (including MSEs & owned by SCs/STs) may visit this site and apply for registration in the respective Unit at any point in time. Price Bid in conformance with the specification and terms as given in the Un-Priced bid document
iv)	Caution on submission of price bids through EPS: <i>a). The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value in words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened, no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</i> b) - Foreign / Overseas suppliers are hereby informed that offers with differential currencies are not permitted for a given tender document. - Multiple offers either in a single currency or different currencies for a single Enquiry will lead to rejection of all such offers. c) Note - The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable). - Unless specified otherwise as part of the tender condition, Price Variation Clause (PVC) will <u>NOT</u> be entertained and no advance payment will be made by BHEL. - In case, there is a discrepancy in the terms quoted in techno-commercial bid and price bid, the terms as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered. - In their own interest, all Tenderers are advised to double check their prices, applicable duties, and taxes. - The quotation should be valid at least for a period of 90 days from the tender opening date / technical bid opening date. - Indian bidders should submit the prices in Indian Rupees only. - Foreign bidders may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided in NIC portal. - Indian Suppliers shall quote on F O R Destination basis only. Destination is BHEL, Ranipet Stores or BHEL Project Site as specified in the tender requirement. Foreign Suppliers shall quote on CFR Chennai. Seaport Delivery and Insurance will be in BHEL's scope. For foreign Suppliers, the cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and LC charges etc. No other delivery terms shall be acceptable. Shipment shall be arranged by the Seller on <i>Liner in / Liner out</i> basis. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as 'Government of India.' This shall be specifically confirmed by the Overseas Bidder. Where the items are amenable for air freight (small quantities or low weight) suppliers can quote for CFR Chennai airport.



	9) Where the cargo is containerised and are stuffed at the works of the supplier, container washing charges, stuffing charges and / or any other such charges would be to the account of the supplier. 10) - Port of loading should be indicated without fail. - Port of discharge should be Chennai. - The preferred shipment mode 'Containerised Cargo or Break Bulk' shall be specified clearly in the offer.
v)	a) Containerised Cargo - For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, Delivery Order (DO) charges to Shipping Liner at the specified port of discharge. Fourteen (14) FREE DAYS for Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost. - In case of shipment through Containers on CFR basis, the Bill of Lading (BL) should bear specific endorsement '14 free days for Container Detention is applicable.' b). Breakbulk Cargo: - For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. - The materials will be Custom cleared from port itself.
vi)	Special Information to Foreign Suppliers: - Indian Customs levies penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is required to be filed latest by the end of day preceding the day (including holidays) of arrival of the vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is currently INR.5000/_ (Rupees Five Thousands only) every day, for the first 03 (Three) days and INR.10000/_ (Rupees Ten thousands only) per day (thereafter). Such charges that are payable by BHEL due to any delay arising out of causes attributable to the supplier, shall be to the account of the seller. - The vendor should furnish the non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post / courier to BHEL well before the landing of cargo at the final port of discharge / port of clearance. - Vendor will be held responsible for the penalty arises against the late filing of Bill of Entry due to: - Non availability of non-Negotiable Documents (NNDs) before the cargo arrival, - Discrepancy in documents, and - Short-landing of consignments (for shipments on CFR/CPT/CIF/CIP – Port in India) - All the shipments for the Purchase Orders are generally finalised on CFR-Chennai Port basis. In case the port of discharge is to be different, then the same will be mentioned in the main body of the tender. - Delivery Orders involving multiple agencies like liners / freight forwarders are not allowed. There must be a single agency or office at the final discharge Port (Chennai) for issuing the Delivery Order (DO) to BHEL. - The detention / demurrage charges arising due to the nomination of containers under single BL to different/ multiple CFS by the liner will be deducted from vendor's bills only. - The detention / demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner /freight forwarder also whose offices are not at available in Chennai, will be deducted from Vendor's bills only. - Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge, no other charges will be borne by BHEL. - The liner / freight forwarders should be suitably be instructed by the vendor not to claim such charges for issuing Delivery Order. If the liner / freight forwarder claims such charges in their invoices, the same amount will be deducted from the vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional / hidden costs or charges are: - CIC - Container Imbalance Charges/Surcharges - EIC - Equipment Imbalance Charge/Surcharges - CAF - Container/Currency Adjustment Factor - BAF - Bunker adjustment Factor - RDS - Rupee Depreciation Surcharge - CDS - Currency Depreciation Surcharge - PCS - Port Congestion Surcharge - LSS - Low Sulphur Surcharge - Devanning Charges



B]	Opening of Offers
i)	a) Tenders are to be submitted before the due date and time specified in the tender bid document / corrigendum. Part I will be opened as specified in the tender bid document / corrigendum. Results of the tender opening will be available in the portal. b) Requests by Bidders for extension of due date is unlikely to be entertained by BHEL. c) Price Bid opening will be done through e-mode / Reverse Auction method which will be indicated in Tender bid document. All tenderers would have to specifically give their acceptance for this in their bid(s).
ii)	Note a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only. b) In exceptional circumstances, at its option, BHEL may consider extending the due date(s) for the tender openings for reasons such as (but not limited to) paucity of offers etc. However, sufficient notice would be given by BHEL for such extension(s). c) Deviations shall be summarised and provided in a 'Deviation Statement,' listing the points and the deviation against each point. Separate deviation statements shall be provided for technical and commercial conditions. d) 1.BHEL reserves the right to cancel the tender, increase or decrease the tendered quantity without assigning any reasons and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be specified in the tender terms. 2. If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as follows: 70% quantity being ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder(s) excluding H1, who accepts the L1 price. However, the final decision to split the order rests with BHEL only. 3.In the event that the other than L1 supplier/s do not accept the L1 price, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening. 4. Notwithstanding the quantum of split that may be indicated in the main body of the enquiry, bidders are advised to note that the splitting of the orders will be decided by BHEL after the evaluation of the techno-commercial bids. e) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offers would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole. f) Any conditional price discounts given will be ignored in the price comparison process.
C]	Evaluation of Offers
	Note: The evaluation currency for the tender shall be in Indian Rupees (INR).
i)	a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened. b) Offers with any pre-conditions are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison. c) In the event of any change in scope / quantity arising out of the discussions, Bidders would be given opportunity to submit their revised offer / impact price bids. The option for the revised offer / impact offer will be triggered by BHEL. The supplier then will have the facility to feed the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price and the revised price would be taken up in the price comparison process. d) For evaluating the overseas offers, CFR Chennai Sea Port price quoted will be taken into account. The cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and letter of credit (LC) charges etc. e) BHEL reserves the right to reject any offer without assigning any reasons / load any offer with factors other than already specified, on such offers having deviations to BHEL's specifications, Standard Terms & Conditions, at its discretion. The decision of BHEL in this regard shall be final.



- f) BHEL reserves the right to reject an offer due to unsatisfactory performance during tender finalisation / execution of order / contract at any of BHEL projects / Units in the past or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.
- g) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, or such parties as notified by the Government of India which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.
- h) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial / Unpriced bids. If that day happens to be a bank holiday, then the forex rate as on the previous bank working day shall be taken. This exchange rate will be followed till placement of order. Tenderers may please note that even if an impact price is taken as in (d) above, for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- i) Unless specified otherwise, evaluation will be on individual line-item basis only and ordering will be on respective L1 vendors.
- j) BHEL reserves the right to conduct negotiations on the 'Price' and 'Other Commercial Terms and Conditions' with the lowest ranked Bidder at any time after the bid opening but before the release of the Purchase Order and if required by BHEL, Supplier may have to share their costing sheet with BHEL.
- k) Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of their group companies, concerns, or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/ common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition then **ALL** the offers received from the group companies would stand rejected. If such relationship is found at a later date where the Purchase Order has been issued, then BHEL reserves the right to cancel the Purchase Order issued and initiate suitable action/s under the order/s including but not limited to forfeiting the Earnest Money Deposit (EMD), cash the Performance Security / Contract Execution Bank Guarantee (CEBG) and take recourse to other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings.

1).For this procurement, Public Procurement (Preference to Make in India) – PPP-MII, Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and all and any subsequent Orders issued by the respective nodal Ministry shall be applicable.

2) In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

3) For this procurement, the local content to categorise a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier, shall be as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of any subsequent orders issued by the nodal ministry or any other competent authority of the Central or State government, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-I bids against this NIT. Any other benefits / concessions under PPP-MII as applicable at the time of technical bid (Part I) opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

4) **Preference to Make in India** including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 which is available in the following links

<https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

l) In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by breaking the tie 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 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall prevail and shall be final and binding on all the parties.



ii)	Customer Order Requirements In the purchasing of raw materials and components, there shall be instances where BHEL's customer provides among others but not limited to a) Buying Specifications b) Qualifying requirements including past experience in supply c) Testimonials on use and operation by other customers, and d) a list of recommended / approved suppliers. Where we have received any or all of the above or any such similar requirements from our customer, the same are incorporated as part of this tender conditions. In such cases, a mention of the end customer and their requirements would appear in the special terms and conditions that would form part of this tender. In such cases, offers that do not comply with our customer order requirements are liable to be rejected. In case a supplier takes a deviation, by quoting for equivalent specifications or products that have similar functionality and/or work in a similar manner / environment, such offers may not be considered as the same need not be acceptable to our customer. In all these, the requirements, acceptance and approval by our customers shall prevail.
iii)	Conditions For Rejection of Offers: <u>Following is the possible list of situations which would lead to rejection of offer/s.</u> <u>This list is not exhaustive but only indicative.</u> BHEL reserves the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard. a) <i>If the offer fails to meet the technical requirements / specifications of the tendered item/s.</i> b) <i>If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, cancellation clause, penalties leviable etc., including the loading factors specified in the tender.</i> c) <i>If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If a supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.</i> d) <i>If any of the conditions listed below are applicable to the bidder, the offer is liable to be rejected:</i> If any, 1) Debt recovery / Winding up Proceedings are initiated against the Company in Courts / Debt Recovery Tribunals (DRTs), 2) Proceedings are there against the Company in National Company Law Tribunal (NCLT) with respect to Insolvency and Bankruptcy Code (IBC) or otherwise, 3) Any proceedings are there against the Company under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 4) Any restructuring proceedings are underway for the Company under Corporate Debt Restructuring (CDR), Strategic Debt Restructuring (SDR) or otherwise, 5) Divestment / demerger proceedings are underway for the Company under the Companies Act, 6) Any instructions received from the government authorities instructing for ceasing of business dealings, 7) If action(s) under guidelines of suspension of business dealings (https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors) and its latest revisions has been initiated against the company/bidder, and 8) Failure to sign & accept the Integrity Pact (where applicable). (Bidders are hereby informed that the contents of the Integrity Pact are firm and fixed and cannot be changed.)



iv)	Terms of payment and MSE benefits: a) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: 1.1 For non-MSE suppliers: 100% payment made directly through Electronic Fund Transfer (EFT) within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 90 days from the date of acknowledgement of receipt of materials at destination specified. 1.2 If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms 'Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%' will be considered for the periods of relaxation sought by bidders. 2.1 For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet, or 45 days from the date of acknowledgement of receipt of materials at destination specified. 2.2 MSE Vendors to get themselves registered in Udyam registration Portal. 2.3 The existing Micro & Small vendors are to submit copy of Udyam Registration Certificate. 2.4 BHEL is not bound to process incomplete invoices until the required documents like copy of acknowledged dispatch document (LR/RR courier receipt etc), Test Certificate, PG Test, GST requirements etc. as may be stipulated in the contract are complied with and furnished. Accordingly, 45 days will be calculated only from the date of receipt of all required documents in support of the Invoice. 2.5 If the Bidder wants to be considered as an MSE then, the Bidder shall submit Udyam Registration Certificate as a part of the tender document in the e-procurement portal. Offer/s received without these documents will be treated as non-MSE and order finalisation will be done based on this premise. Any evidence given post-order claiming MSE status will not be considered for the order released. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. 2.6 In case of any change in the MSE status, it shall be the responsibility of the Bidder to notify the change to BHEL. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. 3. Concessions for MSEs 3.1 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors meeting all the tender requirements of BHEL. In case MSE vendors participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by them. If there is more than one vendor within this price band, the quantity reserved for the MSEs will be distributed to all those who accept the L1 price. The final proportion of the distribution will be based on the original ranking of these MSE bidders and the number of bidders accepting the L1 price. The distribution ratio will be decided by BHEL after ascertaining the response for the counter offer and the decision of BHEL shall be final. The quantity proposed for such distribution will be included in the counter offer. 3.2 In case, after the bid opening, it is seen that no MSE has become L1, but are in the L1+15% price band, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer order requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL will counter offer the L1 prices for 100% quantity to the MSE bidders within the +15% band of L1 in the order of the ranking, for their acceptance. 3.3 Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%. 3.4 Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. 3.5 If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. 3.6 Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.
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	3.7 MSE suppliers can avail the intended benefits only if they submit along with the offer Udyam Registration certificate. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non-submission of above documents will lead to consideration of their bids at par with other bidders as non-MSE vendor only in this tender. 3.8 Other concessions for MSEs / Reserved sectors (Also for women owned MSEs and MSEs owned by SC/STs) shall also apply. In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006, Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 or any other benefits / concessions such as that may be announced by the Government of India from time to time. However, such concessions as applicable at the time of technical bid opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender. 3.9 Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening ONLY (technical bid) shall apply as a part of this tender conditions. NOTE: 4. Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing original / copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) b) Foreign Suppliers 1.100% through Irrevocable & Unconfirmed LC with usance period of 120 days from the date of submission of negotiable documents to the beneficiary's bank for 100% value (less Agency Commission, if any). The LC shall be opened 15 days ahead of the agreed delivery period and shall be valid up to the PO delivery period for shipment and 15 days thereafter for negotiation. In case of staggered deliveries, the LCs shall be opened according to such delivery schedules. All bank charges in India are to BHEL's account and all other charges outside India to the Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of any deviation in the payment terms w.r.t tender terms 'Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening date in case of two-part bids) + 6%' will be considered for the periods of relaxation sought by bidders compared to indigenous suppliers i.e. 90 days 2. Any incidence of taxes like Income tax, Goods & Services Tax (GST) and Withholding tax or any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at source (TDS), during the tenure of the order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source - TDS) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)
v)	Reverse auction (RA) / on-line bidding on internet: a) Decision to go for Reverse Auction (RA) would be taken before floating of the tender. In case it is decided to go for RA, the same shall be declared in the NIT by inserting the following clause: <i>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</i> b) Only those bidders who have given their acceptance to participate in the Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider). Non-submission of 'Process compliance form' by the such bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines under 'Suspension of Business Dealings with Suppliers/ Contractors (as available on www.bhel.com). c) Presently the philosophy followed for reverse auction shall be English Reverse auction (No ties). d) For the reverse auction, technically and commercially acceptable bidders only shall be eligible and allowed to participate. e) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on internet. f) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact the service provider and get trained.

- g) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- h) Bidders have to e-mail the Compliance form (Annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- i) Reverse auction will be conducted on the scheduled date & time.
- j) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- k) The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, to the Service provider within two working days of Auction without fail.
- l) Bidders are required to read the 'Terms and Conditions' section of the auctions site of the Service provider, using the Login IDs and passwords given to them by the service provider before the reverse auction event.
- m) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction,' which will be communicated before the Reverse Auction.
- n) If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted.
- o) The calculation sheet e.g. spreadsheet (which will help to arrive at 'Total Cost to BHEL') will be communicated to respective bidders of RA by BHEL. In line with the NIT terms, BHEL will provide the calculation spreadsheet (e.g., EXCEL sheet) which will help to arrive at 'Total Cost to BHEL' like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Goods & Services Tax (GST) and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.]
- p) This calculation sheet will be based on the evaluation criteria specified in the NIT.
- q) Suppliers are required to submit their best price bid in a separate sealed cover (sealed electronic price bid) along with techno commercial bid. After evaluation of Techno-Commercial Bids:
 - 1) In case BHEL decides not to conduct RA, the envelope (sealed electronic price bid) sealed price bids of all techno-commercially qualified bidders, along with price impact, if any, would be opened and processed as per extant the internal Purchase / Works Policy as applicable to BHEL.
 - 2) In case BHEL decides to conduct RA, business rules of RA will be sent to service provider. (See Annexure for Model General Business Rules of RA.)
- r) The start price & bid decrement will be decided by RA committee of BHEL and the same would be communicated to the service provider, to start the bidding process.
- s) Only those bidders who have submitted the 'Process compliance form' duly signed and within the scheduled time would be eligible to participate further in RA process.
- t) If the lowest sealed envelope (eps) price bids is the starting price, then the lowest bidder in sealed envelope (eps) price bids shall be shown as current L1 automatically by the system. System would have the provision to indicate this bid as current L1 for further bidding.
- u) If the start price is lower than the lowest sealed envelope (eps) price bids, on acceptance of such start price by any bidder, this bid would be indicated as current L1 for further bidding.
- v) In case of no further bidding, RA will be deemed to have been successful with current L1 bidder.
- w) RA shall be treated as cancelled in the following scenarios and the tender will be processed further with the techno-commercially qualified bids.
 - 1) In cases where the start price is one decrement (maximum) lower than the lowest of the e-bid / sealed envelope price bid and no bidder accepts the start price.
 - 2) In cases where the number of techno-commercially acceptable e-bid / sealed bids are lesser than two for RA.
 - 3) Wherever, the evaluation is done for individual line items, RA shall be treated as cancelled only for those line item(s) for which any of the above 1) or 2) satisfies.
- x) In case of splitting requirement, H1 bidder(s) who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) number of suppliers do not accept the counter offer. However the principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy / Work Policy
- y) In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL would be opened as per BHEL's standard practice.



	<u>Note: In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's 'Common Guidelines for conducting Reverse Auction (RA)' has been hosted in BHEL's web site www.bhel.com under the links 'Supplier Registration Page'. All Bidders are requested to visit the link and familiarise themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and accepted BHEL's RA procedures and the bid is in agreement with the same.</u> Reverse Auction process details and Model General Business Rules for Reverse Auction are available at following path www.bhel.com -> For Suppliers -> Supplier Registration-> Reverse Auction Guidelines-> Guidelines for Reverse Auction – 2021 Link- https://www.bhel.com/guidelines-reverse-auction-2021
vi)	BID SECURITY/ Earnest Money Deposit (EMD): a). Non-Interest bearing Bid Security [also known as Earnest Money Deposit (EMD)] is to be submitted by the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognised by Department for Promotion of Industry and Internal Trade (DPIIT)). Applicability of the EMD and the EMD value shall be as specified in the tender. <u>b). Modes of deposit of EMD</u> 1) The EMD may be accepted only in the following forms (for EMD value less than or equal to Rupees Two Lakhs): (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. 2) 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. c). The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. <u>d). Forfeiture of EMD</u> 1) 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. 2) EMD submitted by the Bidder shall 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. <u>e). Return of EMD</u> 1) Bid securities of the unsuccessful bidders will 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 order. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation stage. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation. 2) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security. Note- EMD shall not carry any interest.



vii)	PERFORMANCE SECURITY (PS): a). To ensure due performance of the order, a Contract Execution Bank Guarantee (CEBG) or Security Deposit (SD), hereafter referred as Performance Security is to be submitted by the successful bidder awarded the order. Performance security is to be submitted by the date specified in the order. Applicability of the performance security and performance security percentage shall be as specified in the tender. <u>b). Modes of deposit:</u> 1) Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realisation)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor 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 vendor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor 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) 2) In case of tenders where bid currency is other than INR, the performance security should be in the same currency as the order and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. <u>c). Timeline of submission of Performance Security</u> Performance Security is to be furnished by a specified date generally fifteen (15) 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 bidder/supplier, including warranty obligations. <u>d). Forfeiture of Performance Security</u> (i) The performance security will be forfeited and credited to BHEL's account in the event of a breach of performance of the order by the supplier. (ii) Performance Security will be refunded to the contractor without interest, after they duly perform and complete the order in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the order. The Performance Security shall not carry any interest.
D]	Execution of the Order
i)	<u>a) Ordering and confirmation of order</u> 1). After receiving the Letter of Intent (LoI) / Purchase Order (PO), the supplier shall forward the acknowledgement / acceptance of the LoI / PO by signing and returning the second copy of the LoI / PO as the token of acceptance. The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. BHEL shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations. 2).The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the BHEL) from the date of P.O. BHEL, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order. <u>b) Post-order submission of documents for approval</u> 1).In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders must submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations etc. These documents for approval must be submitted within the agreed timelines between BHEL and Bidder. Normally the period for submission for approval is 15 days from the date of receipt of the LoI / PO by the supplier. The actual period within which the documents must be submitted for approval would be specified in the LoI / PO. 2). Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders must give their specific acceptance for this. After approval of such documents and after getting manufacturing clearance from BHEL, only the items ordered can be taken up for manufacture.

3). Any changes required by BHEL / BHEL's Customer in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes. The required changes shall be incorporated and submitted within seven (7) working days of the receipt of the intimation of required corrections. Delays beyond the agreed period for the first submission of the required documents and corrections on them if any will be to the account of the vendor and would be the part of the applicable LD. Where the delays are arising from reasons attributable to BHEL, Ranipet in evaluating / according approval of the documents, such delays would be set off against the calculation of the delay in deliveries determining the LD.

4). In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to remedies available under section '[Breach of contract, Remedies and Termination](#)'.

c) Pre-despatch Inspection, Inspection on Receipt and Acceptance of supplies

- 1) BHEL retains the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s or the customer's nominated agency.
- 2) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.
- 3) The mere act of the pre-despatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.
- 4) In the case of inspection being carried out by a Third-Party Inspector (TPI) as per the extant practice, the TPI would forward the Inspection Report (IR) along with Test Certificates and other related documents to the Quality Assurance (QA) Department of BHEL. The QA department after scrutinising the report/s submitted by the TPI would issue the Material Despatch Clearance Certificate (MDCC) / Despatch Clearance. Suppliers are hereby informed that materials should be despatched ONLY after getting the MDCC / Despatch Clearance, failing which the materials may not be received at BHEL stores or shall stand rejected on receipt at BHEL Stores / Sites, as applicable.
- 5) In the case of overseas suppliers, Inspection call for carrying out the inspection shall be given 30 days before the scheduled order delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local suppliers the notice period of Inspection shall be 3 working days.
- 6) Deviations, if any pointed out by the visiting Inspection team(s) shall be corrected and the items as per specification shall be despatched on or before the order delivery date **AFTER** getting the MDCC / Despatch Clearance.
- 7) The final inspection for acceptance will, however be carried out at BHEL's works at Ranipet.
- 8) Where the customer of BHEL desires to independently or jointly with BHEL or BHEL's nominated inspection agency inspect the ordered items before despatch, the supplier shall allow such inspections or testing to be carried out as per the directives of the end-customer's inspector.
- 9) Where in-house testing facilities are not available at its works, the vendor shall get the approval of BHEL for carrying out the testing in test houses that are acceptable to BHEL and/or BHEL's end-customer. It shall be the responsibility of the vendor to get the necessary permissions to allow BHEL or any of its representatives, including customer representative to witness the tests done in such test houses.
- 10) Internal inspection reports and tests results shall be forwarded to BHEL, in advance, along with the inspection call. BHEL can refuse to visit the vendor for pre-despatch inspection in the absence of such reports sent in advance to BHEL.
- 11) Penalty in case of material not ready for inspection/material rejected during inspection at supplier works.

In the event of following happening during inspection by BHEL, TPI, visit charges to be paid to the TPI, by BHEL, shall be imposed as penalty on Supplier and shall be recovered from their bills.

i). Nothing / NIL material is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to 'Offered Quantity' mentioned in raised Inspection Call.

ii). Lapses on the account of supplier has led to rejection of offered material (as per approved QAP/ Technical Specifications/ other pertinent requirement), while carrying out Inspection.

iii). Less Quantity / Short Quantity is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to 'Offered Quantity' mentioned in raised Inspection Call for any of the line(s) item, leading to re-visit of Inspection Engineer.

d). Dispatch and Acceptance

- 1) The order delivery date is the date of receipt at BHEL Stores for suppliers in India, applicable in the case of FOR Destination Orders. In the case of CFR orders with overseas suppliers, the B/L date shall be taken as the Order Delivery Date
- 2) The supplier shall arrange for packing the ordered goods suitably in all respects for normal transport by sea / rail / road and materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards **AND** as per BHEL Technical Delivery Conditions (TDC).
- 3) Foreign suppliers shall despatch on CFR agreed Sea-Port basis, according to the order conditions.
- 4) Indian suppliers shall despatch on free delivery (door-delivery) at BHEL stores basis at the destination specified only. Unloading the materials at BHEL Stores would be done by BHEL at their costs.
- 5) In the event of any short supply, noticed on receipt, it shall be the responsibility of the supplier to deliver such short supplied / missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.

ii)	Goods and Service Tax (GST) registration & compliance <u>a). Indigenous suppliers</u> 1) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that they are a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer must submit an undertaking stating that they will not claim GST during the execution of the order even if their status under GST changes to regular tax payer. The dealer must submit necessary documents if there is any change in status under GST. 2) Supplier shall mention their GSTIN in all their invoices (including Credit Notes [CN], Debit Notes [DN]) and invoices shall be in the format as specified / prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked / uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, place of supply etc. Wherever e-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in e-Invoice Portal & IRN. 3) All invoices shall bear the HSN (Harmonised System of Nomenclature) / SAC code (Services Accounting Code) Code for each item separately. 4) Invoices will be processed only upon completion of statutory requirement and further subject to the following: A. Vendor declaring such invoice in their GSTR-1 Return / IFF B. Receipt of Goods or Services and Tax invoice by BHEL 5) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of invoice on the GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B). 6) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. 7) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return is not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor. 8) In case GST credit is (Input Tax Credit) denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. 9) Where any GST liability arising on BHEL under Reverse Charge Mechanism (RCM), the vendor must submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such interest payable or paid shall be recovered from the vendor. 10) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal. 11) GST CREDIT: Suppliers are advised to get registered to GSTN portal. Bidders under 'GST credit' shall be preferred. <u>b). Foreign / Overseas Suppliers</u> 1) Supplier shall mention the HSN code of each item quoted by them in the offer. 2) The HSN shall be mentioned in the invoice also for each item without fail. 3) Since GST is implemented, the taxes & duties will prevail as per the government notification / guidelines. 4) Our Provisional GST registration no. is 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST number with valid proof in the quotation.
iii)	Start of Guarantee Period The Guarantee period shall start from the 'Date of receipt and acceptance of the materials at BHEL Stores.



iv)	Liquidated Damages - Time is essence of this order. BHEL will levy Liquidated Damages (LD), for delay in deliveries. - The Liquidated Damages shall be at the rate of 0.5% of the order value (Undelivered Portion) per week or part thereof subject to a maximum of 10% of undelivered portion of PO quantity. - Levy of LD will be without prejudice to any other relief / compensation available to BHEL, Ranipet under any other condition of the order / applicable legal provisions. - The order delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Order and for CFR orders the date of Bill of Lading for overseas suppliers. - BHEL shall deduct the applicable LD from the first payment when raising the claim for the same. - Foreign suppliers shall confirm their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD or alternatively instruct the banker to receive the payment less the applicable LD. - Unless otherwise specified the LD would apply on the undelivered portion of the ordered items. - In the event that a supplier does not accept the LD condition above, the offer may be rejected or would be loaded to the extent of the shortfall with respect to upper limit specified above.
v)	Training Where training is to be provided to BHEL/BHEL's end-customer the Vendor shall impart training to identified personnel by the BHEL on usage and maintenance of the ordered items, as applicable. Such training imparted shall be comprehensive and complete. Training Modules/content shall enable the users to self-learn and the training material prepared by Vendor shall be wholly owned by BHEL.
vi)	Monitoring The Progress of Supply The VENDOR shall provide periodic Progress reports to BHEL regarding all aspects of the making ready the product/services ordered.
vii)	Variations, Amendments and Further Assurance No amendment, variation or other change to the order shall be valid unless authorised. Such amendment shall be made in writing and signed by the duly authorised representatives of BHEL.
EJ	Other Terms and Conditions
i)	Role of Principals and Agents - BHEL will deal directly with indigenous manufacturers only. - BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders. - BHEL will not enter into any correspondence with an Indian Agent. - The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like. - In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that: - It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender. An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form part of the techno-commercial offer. - A Principal shall authorise only one Agent to quote against each BHEL's tender. In the event a Principal authorises more than one agent to quote against a BHEL's tender, then all such offers will be rejected by BHEL in that tender. Principals are also advised to include BHEL's tender Number / Reference in their authorisation issued to the Agent. - If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender Enquiry. BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm, and final, and shall be binding on such Bidders. - BHEL, due to business reasons would debar / ban, would have debarred / banned Indian agents from dealing with BHEL. Any foreign principal who engages such a debarred / banned agent, or an employee of the debarred / banned agency, or any other person connected with the debarred / banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL. - In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

	g) In the event of the foreign principal engaging an Indian Agent: 1) The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid. 2) The Supplier shall furnish original authorisation letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax, and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent. 3) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The CFR price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken. 4) For all discussions, technical clarifications, and negotiations etc. only the principal would be authorised for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and normally would not be allowed to participate.
ii)	Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance) a). Unconfirmed irrevocable Letter of Credit at with Usance period of 120 days only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. L/C will be opened in lots in line with the staggered delivery schedules agreed in the order. All Bank charges outside of India are to the Supplier's account and within India to BHEL's account. In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier. <u>b). Documents for Negotiation</u> 1) Signed Commercial invoice in quadruplicate (4 copies), for a value not exceeding the draft amount, quoting the import license # and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.) 2) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce. 3) One set of Original and two sets of non-negotiable copies of 'signed', 'unmarked', 'Clean on-board Ocean Bill of Lading', showing Shipper as 'Government of India' account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight prepaid or payable at destination. 4) Packing list in 4 copies in English, indicating size-wise number of bundles / pieces shipped and weight. 5) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (1) Purchase Order Number & date (2) Bill of Lading Number & date (3) Name of vessel (4) Port of Loading (5) Number of bundles / pieces and weight (6) Invoice Number, date and value (7) Purchase Order item number's despatched. The e-mail is to be sent within 2 working days of shipment. 6) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with: 6.1. Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to BHEL - Regional Operations Division (ROD), 2nd Floor, BHEL Integrated Office Complex, TNEB Road (Near Dr. Kamakshi Memorial Hospital), Pallikaranai, Chennai – 600 100 India. (e-mail: imports.chennai@bhel) Contact: Srinivasulu ,+91-9884729019 6.2. Beneficiary to courier at his cost three (3) copies of complete set of non-negotiable documents to the Officer who released the Purchase Order. 6.3 Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order. 6.4 Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority 6.5 The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and 6.6 Copy of Despatch Clearance / Instruction issued by BHEL.



iii)	Documents to be sent directly to the Purchaser prior to shipment a) Manufacturer's original Internal Inspection / Test certificate in triplicate. b) Manufacturer's original Guarantee certificate as per Purchase Order. The materials shall be guaranteed for a period 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) / Usage Decision (UD) which will be raised by BHEL, after receipt and acceptance of the goods at BHEL stores. c) The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the arrival of the vessel. The soft copies of these documents shall be forwarded to BHEL purchase department through mail immediately after shipment. d) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to despatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorised by BHEL and e) Any other documentation as specified in the Purchase Order.
iv)	Conditions for transportation by sea (for Foreign suppliers) a) All shipping documents shall show the Purchase Order Number & Date, Import License Number & Date, and Letter of Credit Number & Date. b) Transshipment is to be avoided. c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck. d) A transport document which is produced or appearing to have been produced by reprographic, automated, or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed. e) The transport document must contain all the conditions of carriage on the original document. f) The transport document must not indicate the place of destination as being different from the port of discharge. g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge. h) The transport document must be issued by the carrier or his agent and not by any freight forwarder. i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable. j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Letter of Credit. k) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. In such cases, the Supplier shall authorise the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a 'Surrender Bill of Lading.' Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorising BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at India Sea-port that may arise in case of delayed presentation of documents by the Seller. l) In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, BHEL retains the right to retain an amount up to 5% of the invoice value towards detention / demurrage & other charges and in this case the difference, if any, between actual charges and recovery, the will be settled separately through supplementary invoice.
v)	Mode of despatch (Domestic supplies - Supplies originating within India with destinations within India) a) All despatches shall be by road only and shall be consigned of FOR Destination door-delivery basis. b) If a Supplier deviates from this condition, and despatches the goods by rail then BHEL reserves the right to not to receive such material. In the event, BHEL accepts the despatch, any penalty levied by the railways such as demurrage including applicable taxes and duties, if any will be paid by BHEL and such amount paid shall be claimed by BHEL from the Supplier. c) Multi-modal despatches are acceptable subject to the condition that the last-mile delivery to BHEL stores shall be by trucks or trailers only (that is by road transport). d) The details of such penalties incurred will be communicated to the Supplier and the same shall be deducted by BHEL Ranipet from any of the running bills. The Supplier shall instruct for accepting the reduced value on the supply bill. If there are no running bills with Ranipet, the Supplier shall forthwith transfer the sum to the authorised bank account of BHEL, Ranipet or accept for deducting the amount from the bills that may be pending with the other units of BHEL, if any.

vi)	Acceptance / Rejection of materials supplied: <u>a) Acceptance</u> 1.1 The supply shall strictly as per the specifications in the tender /purchase order. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. 1.2 The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail through the Stores Acceptance Voucher (SRV) / Usage Decision (UD) within 30 days from the delivery of items or delivery of the required test certificates / other documents whichever is later. <u>b) Rejection and Returns</u> 2.1 In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier. 2.2 In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days / months of communication of the rejection, the same shall be treated as failure to execute the order and actions as per the Guidelines for Suspension of Business Dealings with Suppliers / Contractors available in the webpage: https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors would be taken against such supplier. 2.3 If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection. 2.4 The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s). If none of these are feasible, the supplier shall remit the amount into the account of BHEL. The details of the account where to the amounts shall be send shall be shared by BHEL at the appropriate time. 2.5 If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action. <u>c). Rejected/Short shipments/ warranty/guarantee replacements</u> In case of any short shipment during initial supply which is subsequently despatched by the bidder or any guarantee / warranty replacements shall be despatched on 'DDP-Delivered duty paid BHEL stores' basis for imported items and 'FOR-BHEL Stores/designated destination' basis for indigenous items.
vii)	Set-Off clause a) In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order. In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item. b) If there is any money due to BHEL, Ranipet from the supplier, in the event the supplier fails to transfer such amounts due, BHEL reserves the right to set off the amount due from subsequent supply order or recover the same from the running bills or payments due to the supplier for supplies made by them against order(s) issued by the other Divisions of BHEL.
viii)	Order of Precedence a) The terms and conditions specified in the Purchase Order sheet(s) and its annexures supersede all earlier correspondence; including all the terms and conditions offered by the vendor in the bid document(s). Where Amendment sheet(s) / Addendum sheet(s) are issued by BHEL, the conditions given therein shall take precedence over the terms and conditions given in the order sheet(s). The order shall also be governed by the terms and conditions listed in the General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC) / Commercial Terms and Conditions attached with the Enquiry document. In case of any conflict between the conditions given in the order(s), and the GCC and the SCC, the conditions given in the order shall prevail. b) If any specific reference(s) are made in the purchase order sheet(s) to the earlier correspondence the same shall hold and if there is a discrepancy between the terms and conditions given in the order sheet and the previous correspondence then the terms and conditions given in the order sheet shall prevail.



	c) In case of any doubts, Sellers are advised to take up the same with BHEL, in writing, and get the order sheet(s) amended, where so required. d) In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LoI/LoA followed by Minutes of Meeting (MoM), NIT, SCC, and the GCC. e) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorised to provide such clarifications is the tender issuing officer. Alterations of the conditions of the tender can be done only by the authorised officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum.
F]	Conflict of Interest among Bidders/Agents 1). A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: - they have controlling partner (s) in common; or - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or - they have the same legal representative/agent for purposes of this bid; or - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or - Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or - In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. 2). There can be only one bid from the following: - The principal manufacturer directly or through one Indian agent on his behalf; and - Indian/foreign agent on behalf of only one principal, or - A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the order that is the subject of the Bid, or - In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. 3). Certification by Bidders In confirmation of this condition, the Bidders shall furnish a following Certificate. Certificate of Compliance We certify and confirm that we have gone through the 'Conflict of Interest' clause in the tender document. We hereby confirm that our company complies with this condition. 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 orders, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation 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
G]	Force Majeure - Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction of penalties for delay in deliveries so long the delay and/or failure of the supplier in fulfilling its obligations under the order is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes, and Acts of GOD. - If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser / Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless directed otherwise by the Purchaser / Consignee in writing, the supplier shall continue to perform its obligations under the order as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



	3) If the performance in whole or in part or any obligation under this order is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, BHEL may at its option terminate the order without any financial repercussion on either side. 4) In case due to a Force Majeure event the Purchaser / Consignee is unable to fulfil its order commitment and responsibility, the Purchaser / Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
H]	Confidentiality Notice 1) All documents such as specifications, terms and conditions and all correspondence uploaded on the tender portal or sent to a Seller by BHEL on a tender / order are to be treated as the confidential documents of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL. However, this provision does not apply to documents that are already freely available in the public domain. 2) In their own interest, if any Seller finds or in possession of or becomes aware of any internal communication of BHEL, which are not addressed to the Seller with name and address, in the public domain or in any other way, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL and confirm having destroyed copy of the same and agrees that the same will not have binding effect between the Seller and BHEL. Any action or attempts taken by a Seller in leveraging such information shall amount to an unethical act or omission and shall be treated as violation so as to attract such extant provisions of BHEL's procurement policies. 3) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered, or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.
I]	Breach of contract, and Remedies In case of breach of order, wherever the value of security instruments like Earnest Money Deposit (EMD), performance bank guarantee available with BHEL against the said order is at least 10% of the order value, the same shall be cashed by BHEL. In case the value of the security instruments available is less than 10% of the order value, the balance amount shall be recovered by BHEL from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL against other orders in the same Region / Unit / any other region / unit) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the order. The cancellation / termination of the order would not be a pre-condition for cashing the security instruments. BHEL reserves the right to initiate the process of cashing the security instruments by issue of a simple notice of intention duly sent by any electronic means and / or by a letter.
J]	Termination of the Order 1. Termination for breach: 1.1) In the event that the vendor is in material breach of its obligations under order which cannot be cured, BHEL may terminate this Agreement upon notice to the vendor. Any notice served pursuant to this Clause shall give reasonable details of the material breach, which could include the following events: a) If there is a breach, which translates into default in executing the order by the vendor continuously for more than thirty days, then BHEL, will serve a thirty days' notice to vendor for curing such breach. In case the breach continues after the notice period, BHEL will have the option to terminate the Agreement at the end of the notice period. b) In case, for reasons directly and solely attributable to the vendor, there is a delay of more than 30 days in the supply, the BHEL may terminate this Agreement after affording 30 days to the vendor to cure such a breach. 1.2) Where the vendor, having been notified, fails to remedy the defect(s) within the specified period in the Agreement, BHEL may proceed with the termination of the orders as described in this document without prejudice to any other rights. 2. Termination on other grounds: 2.1) Without prejudice to any other rights and remedies available to BHEL under the order, BHEL may serve written notice on vendor at any time to terminate this Agreement in the following events: i. With immediate effect, in the event the vendor has merged, amalgamated such that the net worth of the surviving entity is less than that of the vendor prior to such merger or amalgamation. 2.2) In the event of a reasonable apprehension of bankruptcy vendor shall immediately inform BHEL well in advance about such a development. Conversely, BHEL reasonably and in a <i>bona fide</i> manner apprehends a similar event regarding the vendor, it can exercise the right of termination with 30 days advance written notice to the vendor, provided that BHEL cannot terminate under this section if the vendor confirms that such apprehensions are incorrect within the notice period of 30 days.



K]	Treatment of Banned / Under-performing Vendors 1) Any supplier who has been put on ‘Hold’ or ‘Debarred’/ ‘Banned’ from having business dealings with BHEL, Ranipet or any other unit or project of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. Offers of such of those bidders against whom action for suspension of business dealings has been initiated by BHEL, Ranipet or any other Units / Division of BHEL will also not be considered in this tender. During the processing of tender, if any unit of BHEL puts a supplier on ‘Debarment’ / ‘Ban’ then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially. 2) If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of ‘C’ or below, then offer given by such parties will not be considered for ordering in this tender. 3) If any of the Bidders have unexecuted order/s with BHEL and if in such orders, the deliveries have been delayed beyond a reasonable period (say 30 days of agreed delivery period), the offer of such Bidders will also be liable for rejection.																																	
L]	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 http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.																																	
M]	Applicability of Integrity Pact (IP) IP is a tool to ensure that activities and transactions between the Company and its Bidders / vendors are handled in a fair, transparent and corruption-free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of Central Vigilance Commission (CVC) to oversee implementation of IP in BHEL. <table><tr><th>Sl.No</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table> The IP as enclosed with the tender is to be submitted (duly signed by authorised signatory) along with techno-commercial bid (Part-I, in case of two / three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM(s). All correspondence with the IEMs shall be done through email only. Integrity Pact are applicable for all the BHEL Enquiries whose estimated value is equal to or more than Rupees 2 Cr. (INR Twenty million). A Copy of the Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter. <u>Note</u> No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: For all clarifications/ issues related to the tender, please contact: <table><tr><th></th><th>Contact (1)</th><th>Contact (2)</th></tr><tr><td>Name:</td><td></td><td></td></tr><tr><td>Department</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Phone:(Landline/Mobile)</td><td></td><td></td></tr><tr><td>Email:</td><td></td><td></td></tr><tr><td>Fax:</td><td></td><td></td></tr></table>	Sl.No	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in		Contact (1)	Contact (2)	Name:			Department			Address			Phone:(Landline/Mobile)			Email:			Fax:		
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N]	Jurisdiction and Governing Laws: 1) BHEL is a Government of India Undertaking. Its procurement practices are governed by the (Internal) Purchase Policy issued by the management of the company and as per Annexure B (this document) applicable at the time of finalising the order against this tender. 2) Wherever not specified, Incoterms 2020 shall be used to interpret the Commercial terms and conditions and in the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the 'Rule of Arbitration' of the Indian Council of Arbitration. 3) The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC. 4) The Order shall be governed by and be construed as per provisions of the laws of India and amendments thereon, if any. Subject to Clause herein below regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located i.e. Ranipet, which shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
O]	Resolution of Disputes 1) The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the order/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. Note: a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. b) 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. 2). Except as provided elsewhere in this Order, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Order; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Order; or, in any manner touching upon the Order, then, either Party may, by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. 3). The seat of arbitration shall be Ranipet, Tamil Nadu, India. 4). The cost of arbitration shall be borne as per the award of the Arbitrator 5). The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. 6). Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Order with due diligence and expedition in a professional manner except where the Order has been terminated by either Party in terms of this Order. 7). In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial order(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organisations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018. Subject to arbitration in terms of clause above, the Courts at Ranipet, Tamil Nadu, India shall have exclusive Jurisdiction over any matter arising out of or in connection with this order.
P]	Intellectual Property Rights 1) All drawings, patterns and 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 be used only in the execution of BHEL's orders. 2) The vendor shall defend BHEL against any claim, demand, suit or proceeding made or brought against BHEL by a third party alleging that any Purchased items / Services infringes or misappropriates such third party's intellectual property rights (a "Claim Against BHEL"), and will indemnify BHEL from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by BHEL under a settlement of a Claim Against BHEL, provided the BHEL (a) promptly gives the vendor a written notice of the Claim (b) gives the vendor the sole control of the defence and settlement of the Claim Against BHEL and (c) gives the Vendor all reasonable assistance, at the seller's expense.



Q]	Adherence to Statutory Requirements The Vendor shall ensure adherence and compliance to all relevant standards as defined and notified by the Government of India (GoI). At all times, the vendor shall comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which BHEL is located.
R]	Severability and Waiver 1) If any provision of the order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part-provision shall not affect the other provisions of the purchase order or the remainder of the provisions in question which shall remain in full force and effect. BHEL and the Vendor shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part-provision. 2) No failure to exercise or enforce and no delay in exercising or enforcing on the part of BHEL of any right, remedy or provision of the purchase order shall operate as a waiver of such right, remedy or provision, nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy, or provision.
S]	No Interest Payable Notwithstanding anything to the contrary contained in any other document comprising in the Purchase Order, no interest shall be payable by BHEL to the vendor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to vendor whether under the purchase order or otherwise.
T]	Forms to be referred Following Formats are available in website https://bap.bhel.com/mm/ to be referred along with this GCC 1) Declaration - Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017) 2) Declaration of Local Content by Local supplier 3) Integrity Pact 4) RA Process Compliance form 5) RA price Confirmation 6) Bank Guarantee Format & list of consortium banks 7) Annexure to Model Conciliation Clause for Conduct Of Conciliation Under the BHEL Conciliation Scheme, 2018