

TRICHY, BHEL, TRICHY, POSTAL CODE :620014, TIRUCHIRAPALLI, TAMIL NADU, INDIA

RFQ/NIT HEADER DETAIL

ORGANIZATION NAME	TRICHY, BHEL	RFQ FLOATED UNDER THE	PURCHASE POLICY
RFQ/NIT REFERENCE	1801700795	POLICY	
CODE/ENQUIRY NO		RFQ OWNER/NIT	MR Sachin Saini(SR.ENGR/PUR)
RFQ/NIT TYPE	OPEN TENDER	OFFICER/ENQUIRY OWNER	
NUMBER OF ITEMS ALREADY	3		
ATTACHED			
CURRENCY	ANY		
DESCRIPTION	Supply of Electro Forged Floor Grills to Uppur Project		
DETAILED DESCRIPTION	Supply of Electro Forged Floor Grills to Uppur Project in Tamil Nadu		
NUMBER OF BID PART(S)	2	PUBLISHED DATE	17 Jun , 2017 10:00:19 AM

ATTRIBUTE(S)

ATTRIBUTE NAME	ATTRIBUTE VALUE
Delivery at	FOR Site or CFR Chennai port
Inspection By	By BHEL QC or BHELTPIA
Validity of the Offer	PRICE SHOULD BE FIXED AND VALID FOR 60 DAYS FROM THE DATE OF OFFER
Inspection	AT VENDOR WORKS

DATE-TIME DETAIL(S)

BID START DATE	17 Jun , 2017 10:00:00 AM	BID DUE DATE	10 Jul , 2017 12:30:00 PM
BID OPEN DATE	10 Jul , 2017 1:00:00 PM		
(SCHEDULED)			

PRE-BID DISCUSSION DETAILS

PRE-BID DISCUSSION TYPE NOT REQUIRED

ALTERNATE BID DECRYPTOR(S)

USER DETAILS
MR Admin SANJEEVI B(SDGM/PUR)
MR Sachin Saini(SR.ENGR/PUR)
MR GOVINDA MAHATO(AE1/PUR)
MR RADHAKRISHNAN M(SM/PUR)

SELLER DETAIL(S)

CODE	ORGANIZATION NAME
023505	TEST (Mr test ot test)

OBSERVER DETAIL(S)

OBSERVER USER NAME
Pravin Tripathi -

TERM AND CONDITION DETAIL(S) - SPECIAL TERM(S)

SL. NO.	CATEGORY	DESCRIPTION
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1	SPECIAL TERM(S)	SPECIAL TERM(S) NOTE:- 1) The offer has to be submitted in two part bid system i.e technical bid along with Section V to XV of TED and price bid as per Section VIII of TED separately through e-procurement route only. 2) Price should be quoted on FOR UPPUR Site basis only. Address - Uppur 2x800MW, RAMANAD, Ramanathapuram-623407, Tamil Nadu 3) The tender will be evaluated on total package cost to BHEL basis for ordering. MSE Clause is applicable as Section XIV 4) Any Purchase Order resulting from this enquiry shall be governed by all terms and conditions listed in attached tender enquiry document (TED) and special/commercial terms and conditions, if any, along with this enquiry of Bharat Heavy Electricals Limited, BHEL HPBP, Trichy-620014 (hereinafter referred to as BHEL Trichy). 5) BHEL representative from unit or Corporate Quality is authorised to carry out audits alongwith Third Party Inspection Agency at vendor's works before clearing the items for despatch 6) Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc. 7) 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. 8) Suspension of Business Dealings with Suppliers/ Contractors - In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers/ contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the following guidelines shall be followed across all BHEL units/ divisions/ regions (here in after referred to as Units). These guidelines are not exhaustive but enunciate broad principles governing action against such suppliers/ contractors. These guidelines are available on www.bhel.com 9) In case GST is applicable at the time of ordering/dispatches, same will be considered. Hence suppliers have to ensure they are registered for GST also. 10) Refer Section-8 of the Integrity Pact enclosed 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 mentioned below. 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. Details of IEM for this tender is furnished below: Name :- Mrs. Pravin Tripathi, IA & AS (Retd.)
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	Address :- D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi-110068 Email :- pravin.tripathi@gmail.com Ph no :- +91 11 29533206 / 29531715.
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RFQ SPECIFIC REQUIRED ATTACHMENT(S)
PREQUALIFICATION

SL. NO.	SUPPORTING DOCUMENT NAME	MANDATORY	ALLOW EXEMPTION	GROUP
1	Previous Experience atleast two different customer in last two years	YES	NO	EXPERIENCE
2	Statutory Documents as per Sec V of Tender Enquiry document	YES	NO	OTHER
3	Integrity Pact duly filled, signed sealed on all pages	YES	NO	OTHER

RFQ/NIT ITEM DETAILS

SL. NO.	CODE	DESCRIPTION	QUANTITY	RFQ/NIT U.O.M	OFFER U.O.M
10	000000961713470000	ELECTRO FORGED FLOOR GRILL 32X995X6000MM AS PER DRG:1-35-811-02525/09.TEST CERTIFICATE REQUIRED. GUARANTEE CERTIFICATE REQUIRED.LSEFFGG 32 X995X6000	4,460.00	NUMBER	NUMBER
	ATTRIBUTE DETAILS	ATTRIBUTE NAME MATERIAL CODE: 000000961713470000 MATERIAL GROUP: 33EFG KILOGRAM PER UNIT: 276.64 Cenvatable (Yes / No) No Delivery Location TAMIL NADU Vatable (Yes / No) No Delivery Date (i) : 10-OCT-2017 Delivery Qty (i) : 4460			
20	000000961713480000	ELECTRO FORGED FLOOR GRILL 32X515X6000MM AS PER DRG:1-35-811-02525/09.TEST CERTIFICATE REQUIRED. GUARANTEE CERTIFICATE REQUIRED.LSEFFGG 32 X515X6000	1,540.00	NUMBER	NUMBER
	ATTRIBUTE DETAILS	ATTRIBUTE NAME MATERIAL CODE: 000000961713480000 MATERIAL GROUP: 33EFG KILOGRAM PER UNIT: 146.32 Cenvatable (Yes / No) No Delivery Location TAMIL NADU Vatable (Yes / No) No Delivery Date (i) : 10-OCT-2017 Delivery Qty (i) : 1540			
30	000000961713490000	ELECTRO FORGED FLOOR GRILL 32X305X6000 MM AS PER DRG:1-35-811-02525/09.TEST CERTIFICATE REQUIRED. GUARANTEE CERTIFICATE REQUIRED.LSEFFGG 32 X305X6000	1,480.00	NUMBER	NUMBER
	ATTRIBUTE DETAILS	ATTRIBUTE NAME MATERIAL CODE: 000000961713490000 MATERIAL GROUP: 33EFG KILOGRAM PER UNIT: 89.288 Cenvatable (Yes / No) No Delivery Location TAMIL NADU Vatable (Yes / No) No Delivery Date (i) : 10-OCT-2017 Delivery Qty (i) : 1480			

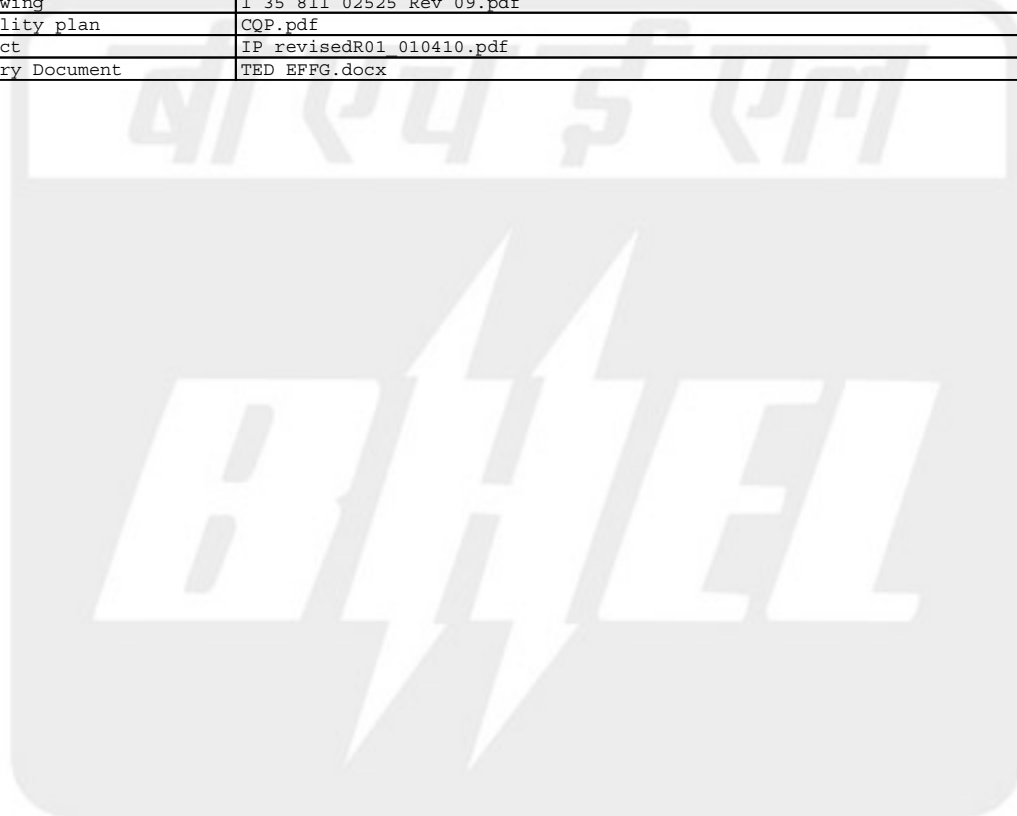


IMPORTANT NOTICE

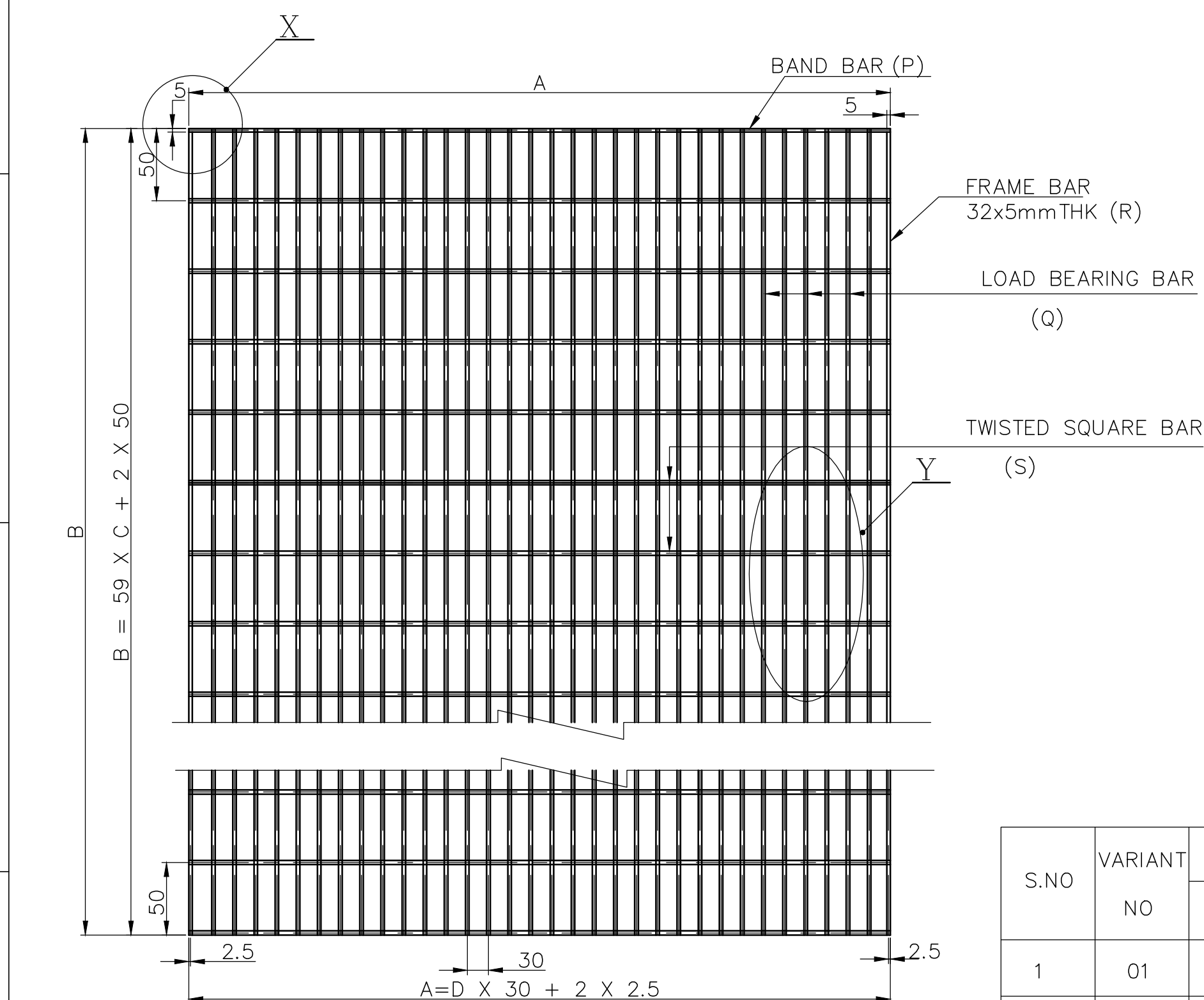
PLEASE READ THE FOLLOWING ATTACHMENT(S) [SEPARATELY DOWNLOADABLE] ALONG WITH THIS RFQ/NIT/ENQUIRY .

RFQ/NIT/ENQUIRY - ATTACHMENTS

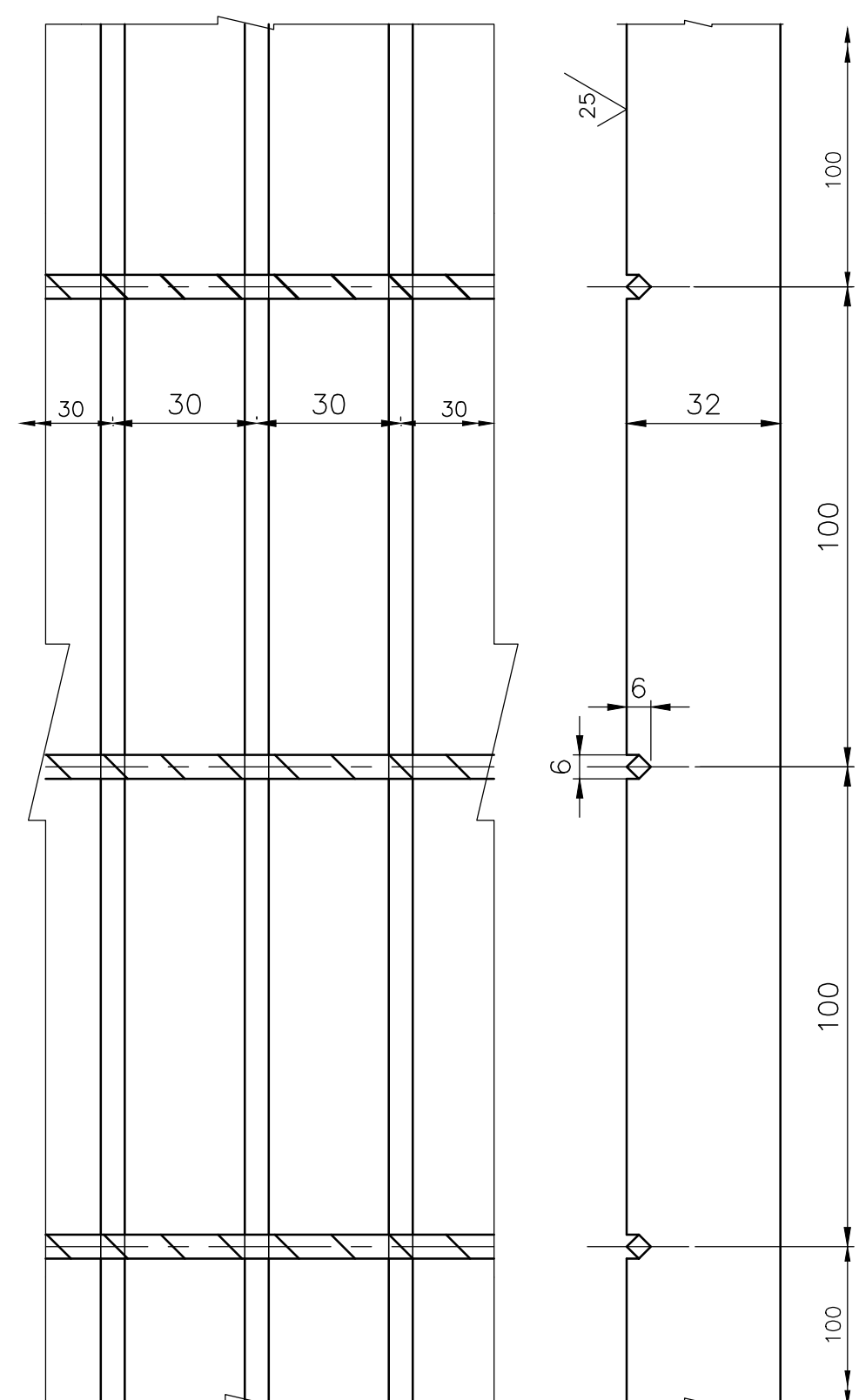
LABEL	FILE NAME
Standard Drawing	1 35 811 02525 Rev 09.pdf
Standard Quality plan	CQP.pdf
Integrity Pact	IP revisedR01 010410.pdf
Tender Enquiry Document	TED EFFG.docx







S.NO	VARIANT NO	SIZE OF FLOOR GRILL				ITEM NO/NO.OFF								WT. PER FLOOR GRILL BEFORE GALVANISING IN KG	WT. PER FLOOR GRILL AFTER GALVANISING IN KG
		WIDTH A	LENGTH B	C	D	P		Q		R		S			
1	01	305	6000	100	10	01	2	02	9	03	2	04	60	86.099	89.288
2	02	515	6000	100	17	05	2	06	16	07	2	08	60	141.088	146.319
3	03	995	6000	100	33	09	2	10	32	11	2	12	60	266.742	276.639



REV	DATE	ALTD.	CHD	APPD	REV	DATE	ALTD.	CHD	APPD	REV	DATE	ALTD.	CHD	APPD
	03-01-08	KESAVAN	PENCHAU	RJK		10-06-05	KARTHIK	PENCHAU	RJK		20-05-05	KARTHIK	PENCHAU	RJK
06	NO.OF BARS INCREASED BASED ON MANUFACTURERS FEED BACK				05	TOLERANCE FOR LENGTH AND WIDTH ADDED				04	TITLE BLOCK REMOVED			

1. FLOOR GRATINGS ARE TO BE GALVANISED BY HOT DIP PROCESS AFTER CLEANING BY PICKLING PROCESS.
MINIMUM AVERAGE WEIGHT OF ZINC COATING SHALL BE 610 GRAMS PER SQ. METRE.
2. STRUCTURAL STEEL CONFORMING TO SPECIFICATION IS 2062 E250A ONLY ARE TO BE USED
3. GALVANISING TO BE DONE AFTER ALL WORKS ARE COMPLETED.
4. ALL SCRATCHED SURFACES AND AREAS DAMAGED BY SITE WELDING SHALL RECEIVE ATLEAST TWO COATS OF COLD GALVANISING USING ZINC RICH PRIMER /PAINTS. THE TOTAL DRY FILM THICKNESS OF SUCH TOUCH UP COLD GALVANISING SHALL NOT BE LESS THAN 150 MICRONS.
5. DESIGN LIVE LOAD FOR FLOOR GRILL = 1000 KG/SQ.M
6. ALL GRATING MEMBERS ARE TO BE ELECTROFORGED EXCEPT BAND BARS.
7. WEIGHT OF FLOOR GRILL INDICATED DOES NOT INCLUDE WEIGHT OF WELD, WHICH IS NEGLIGIBLE.
8. FLOOR GRILLS ARE SUPPORTED BY INTERMITTENT FLOOR BEAMS SUCH THAT, FLOOR GRILLS TAKE LIVE LOAD AS PER NOTE NO. 05 AND MAXIMUM DEFLECTION IS LIMITED TO $L/250$ OR 6MM WHICHEVER IS MINIMUM WHERE THE SPAN OF SUPPORTS (L) WILL BE 1.5M MAXIMUM.
9. FRAME AND LOAD BEARING BAR WELDING : ALL FOUR CORNERS TO BE FULL WELDED TO BAND BARS AND EVERY FIFTH LOAD BEARING BAR TO BE WELDED TO BAND BAR BY MANUAL WELDING FULL DEPTH, AT BOTH ENDS FROM ONE SIDE.
10. GRATINGS (32mm THICK) ARE FOR OUT DOOR APPLICATION
11. TOLERANCE FOR LENGTH AND WIDTH OF GRATINGS SHALL BE ± 5 mm

REV	DATE 12.02.2013	ALTD. PRAKASH	CHD MPR	APPD MPR	REV	DATE 22.02.12	ALTD. PRAKASH	CHD MPR	APPD RRS	REV	DATE 04-05-08	ALTD. kesavan	CHD PENCHAL	APPD RJK
09	ITEM No.04,08 & 12 MATERIAL SPECIFICATION REVISED.				08	DRAWING UPDATED BASED ON QC/QA FEED BACK. PLATE IS REVISED AS FLAT IN BOM				07	DRAWING UPDATED			
REV	DATE 10.09.'03	ALTD.	CHD SKR	APPD RRS	REV	DATE 21.08.03	ALTD.	CHD SKR	APPD RRS	REV	DATE	ALTD.	CHD SKR	APPD RRS
03	DRG. REVISED AS AGREED BY NTPC AS PER CLAUSE 9.0 OF M.O.M OF 4th TCM BETN. BHEL & NTPC dated .10 th &11.09.'03				02	DRAWING UPDATED AS PER NTPC TRANSMITTAL FOR DOCUMENTS REF.No. CC:PEV: 2240:108: TR: 02 Dt.05.08.03				01	DRAWING TITLE BLOCK UPDATED			

[illegible]

AGREEMENT WITH	 BHARAT HEAVY ELECTRICALS LTD UNIT:HIGH PRESSURE BOILER PLANT TIRUCHIRAPPALLI-620 014	DEPT	NAME	SIGN	DATE
		CODE	DRN	S.MANIVANNAN	31/05/03
			DESIN	S.K.RAMAN	31/05/03
		ST122	CHD	S.K.RAMAN	31/05/03
			APPD	R.RAMASAMY	31/05/03

LONG SPAN FLOOR GRILL - 32MM
(6 TWISTED SQUARE - GALVANISED)

BHEL DRG NO.



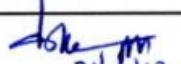
1-35-811-02525

REV 0

	MANUFACTURER'S NAME & ADDRESS BHEL: TIRUCHIRAPPALLI		STANDARD QUALITY PLAN					QP NO.: CQP 4731 REV.NO.00 DATE: 21/06/2012 PAGE: 1 OF 1					
	APPROVED SUB-CONTRACTOR										ITEM: ELECTROFORGE FLOOR GRILLS & STEP TREADS		
			SUB-SYSTEM :Steam Generator and Auxiliaries,										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY			REMARKS	
1	2	3	4	5	6	7	8	9	D*	M	C	N	11

1.0 RAW MATERIAL:												
1.1	Bearing Bar. Square Twisted Bar Chequered Plate & other Support plates	Chemical Properties Mechanical Properties Physical Properties	B	Verification of Record	100%	As per BHEL Purchase order(PO)/ BHEL drawing/Material Specification//Laboratory test report./ Test certificate..	MTC	√	P	V	V	Witness of raw material for BHEL Purchase order requirement by BHEL/BHEL AIA. Refer Note-1
			B	Lab analysis	1 No per / PO		MTC	√	P	W	W	
			B	Visual, Dimensions Straightness Surface finish	At random		IR	√	P	W	W	
2.0 IN PROCESS CONTROL:												
2.1	Checks on EF weld machines	Weld parameters, Weld quality Straightness of bars Mesh size and other Dimensions of grating	B	Machine setting Measurement & Visual checks. (Projection & Fusion of weld)	6 times per Shift	WPS / PQR(ASME Sec-I) / BHEL Drawing	IR./ Log book	√	P	W	V	Square twisted bar welding shall be properly fused with Bearing bar.
		Weld Strength	B	Load test	Once ** per Shift	By applying 20Kg Pull load on weld joint.	Log book	√	P	W	V	** Random
2.2	Pull out test on EF Weld. And Macro Etch test	Strength test	B	Lab test	1 No per / PO	Manufacturers practice	LTC	√	P	W	W	Shall be carried out in a NABL appd.lab./ Manufacturers .own lab.
2.3	Manual welds in Step treads	Weld parameters, Weld Size & quality	B	Visual inspection for weld defects	100%	WPS / PQR(ASME Sec-I) / AWS D 1.1/ BHEL Drawing /Free from defects	Log book	√	P	W	V	
2.4	Dimensions	Physical	B	Measurement	100%	As per BHEL Purchase order & BHEL drawing	DR	√	P	W	V#	#Witness by BHEL AIA - 2%/ Per size/ PO.
3.0 TESTS												
3.1	Deflection Load test (Before galvanizing)	Physical / Dial gauge	B	Measurement	1No./ Per size/ PO.	BHEL Purchase order/ BHELAppd Drawing.	IR	√	P	W	W	Refer Note: 2
3.2	Galvanizing	1.Visual 2.Mass of zinc 3.Adhesion 4.Preece Test 5.Coating Thickness	B	Visual, Lab test Measurement	As per Standard IS2629, IS 4759, IS2633	As per BHEL Purchase order, BHEL drawing.	Log Book, IR	√	P	W	V*	* Witness of testing on One sample per PO identified by BHEL / BHEL AIA.
4.0	PACKING, CRATING AND IDENTIFICATION	Bundling / Identification /Protection	B	Visual	100%	Shall be tied with steel strip/Compact packing BHEL PO.No & Item No shall be stenciled.	IR		P	V	V	

LEGEND:

J. Nanthini 21/06/2012 J. NANTHINI	 V. KALYANARAMAN 21/6/12	Note: (1) Samples shall be selected by BHEL/BHEL AIA for the offered inspection lot. Testing shall be done in a NABL approved lab / Suppliers own lab in the presence of BHEL/BHEL AIA. (2) Deflection shall be measured with a dial gauge by applying a Uniformly Distributed Load-1000Kg.per Sq. meter. Floor Grill shall be placed on two vertical supports-1200mm. apart. Deflection=1200/325 = 3.69mm.
PREPARED	APPROVED	Legend: * Records, indentified with "Tick" (√) shall be essentially included by SUPPLIER in QA documentation. ** M: Manufacturer C: MANUFACTURERS ' QC N: BHEL / BHEL AIA P: PERFORM. W: witness. V: verification , CHP: customer shall identify in column N "N" AS ' W" CLASS : A - CRITICAL ; B - MAJOR ; C - MINOR . MTC: Mill test certificate. LTC: Lab test certificate. IR: Inspection Report. DR: Dimension Report.
SIGNATURE		

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

_____. 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 Independent External Monitor(s), 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. He commits himself to observe the following principles during his 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 IPC/ PC 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 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.

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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

OPEN TENDER ENQUIRY DOCUMENT

(Through e-Procurement route)

FOR THE PURCHASE OF

Electro Forged Floor Grills

BY BHEL TRICHY

For Uppur Site

ENQUIRY NO: 1801700795 DATED 17.06.2017



**BHARAT HEAVY ELECTRICALS LTD,
TIRUCHIRAPALLI-14**

(A GOVERNMENT OF INDIA UNDERTAKING)

PHONE: 0431 257 7897

FAX: 0431 2520719

EMAIL: sachinsaini@bheltry.co.in

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Enclosures:-

1. BHEL Drawing 1-35-811-02525/Rev 09
2. Standard QAP
3. Integrity Pact format

SECTION I**NOTICE INVITING E-TENDER (NIT)**

from

BHARAT HEAVY ELECTRICALS LTD, TIRUCHIRAPALLI-14**(A GOVERNMENT OF INDIA UNDERTAKING)**

PHONE: 0431 257 7897

FAX: 0431 252 0719

EMAIL: sachinsaini@bheltry.co.in

For

Uppur Site

Enquiry No: 1801700795 date 17.06.2017**NOTICE INVITING e-TENDERS (NIT)**

- 1) Material Management/BOI, invites online tenders, from eligible and qualified tenderers for supply of Electro Forged Floor Grills to Uppur Site.

Sr. NO	Enquiry No	Item Name	Department	Quantity	EMD
1	1801700795	Electro Forged Floor Grills	MM/BOI	7480 Nos, 1591.293 MTs	Nil

- 2) Enquiry No: 1801700795 date 17.06.2017

Sr. No	Description	Schedule
1	Cost of the Tender Enquiry Document	NIL
2	Pre-bid meeting date, time& Venue	NIL
3	Closing date & time for submission of tender fee and EMD in physical form	NA
4	Closing date & time for submission of online bids	10.07.2017 12:30 hrs IST
5	Time and date of opening of online bids	10.07.2017 13:00 hrs IST
6	Venue for :- a. Submission of tender fee, EMD in physical form. b. E-Tender Opening-Tech Bid	NA

BHEL Trichy has implemented e-Procurement (www.bheleps.buyjunction.in) and it is going to be the way of working in future.

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

The following are the benefits of e-Procurement Process.

1. Ensuring no offer is missed due to last minute submission, postal delays etc.
2. Reduced Tendering & ordering cycle time
3. Economical, smoother & speedy communication
4. Greater Transparency
5. Big step towards paperless procurement process, Minimal human error
6. No geographical barriers
7. Vendor gets alerts regarding issue of new tender enquiry, amendments, clarifications etc
8. Submission of offer from the comforts of their office from any location
9. on line clarifications
10. Direct Cost Savings such as reduced Paper costs, reduced printing costs, reduced mailing costs, reduced telephone costs and reduced fax costs.

BHEL has finalized the e-procurement service Provider

M/s mJunction services Limited, Kolkata

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP
Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

Please get in touch with them immediately. The contact details of the service provider is given below:

- a. DHANARAJ.P email: panneer.dhanaraj@mjunction.in, Cell 9500199108
- b. HELPDESK email: eps.customercare@mjunction.in, Phone No: 033-66106426/6217/6013/6046/6176, 9163348283 / 9163348284 / 9163348285 / 9163348286 / 8584008116

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

1	e-Mudhra	http://www.e-Mudhra.com	5	NIC	www.safescrypt.com
2	GNFC	www.ncodesolutions.com	6	Safescrypt	www.safescrypt.com
3	IDRBT	www.idrbtca.org.in	7	TCS	www.tcs-ca.tcs.co.in
4	MTNLTrustline	www.mtnltrustline.com			

Vendors are requested to go through seller manual available on www.bheleps.buyjunction.in

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Definitions and Abbreviations

The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

a. Definitions:

- i. **“Purchaser”** means BHEL Trichy.
- ii. **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online. And **“Tenderer”** means Bidder/ the Individual or Firm submitting tenders/ Bids / Quotation / e-Tenders.
- iii. **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- iv. **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- v. **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vi. **“Earnest Money Deposit”** (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- vii. **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- viii. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- ix. **“Consignee”** means the site/stores/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- x. **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- xi. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xii. **“Day”** means calendar day.

b. Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers (SIT not applicable for this enquiry)
- (v) “GCC” means General Conditions of Contract

- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "EPS" – BHEL's e-procurement system (<https://bheleps.buyjunction.in>)

2. Introduction

2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – V – "List of Requirements", which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.

2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 ~~The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT. Not applicable for this tender enquiry.~~

2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Tender

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

5.1 This invitation for tenders is open to all Indigenous supplies who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

8. Content of Tender Enquiry Documents

8.1 In addition to

Section I	Notice Inviting e-tender
Section II	General Instructions to Tenderers (GIT)
Section III	General conditions of contract (GCC)
Section IV	Special conditions of contract (SCC)
Section V	List of Requirements
Section VI	Technical and Quality Specifications
Section VII	Tender Form
Section VIII	Price bid Formats
Section IX	Reverse Auction
Section X	Bank Guarantee Format for Performance (PBG)
Section XI	Loading Criteria
Section XII	Special & Commercial terms
Section XIII	Supplier Registration Form
Section XIV	MSE Clause
Section XV	Non-Disclosure Agreement
Section XVI	Integrity Pact

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified only online through E-procurement (www.bheleps.buyjunction.in) along with amendment notifications on BHEL (www.bhel.com) / government (www.tenders.gov.in) tenders website.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser ON OR BEFORE THE PRE BID MEETING (unless otherwise specified in the GIT). Representation sent after the pre bid meeting date will not be taken into cognizance.

11. Documents Comprising the e-Tender

11.1 The tender shall be submitted online ~~ONLY EXCEPT TENDER FEE & EMD (in physical form)~~ as mentioned below:

- (i) **Technical Bid** (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.) Bidders may name the files indicating the nature of content in pdf/zip format which would be required to be attached in e-tender.
- (ii) **Price Bid** (To be filled up in the Proforma, Signed, Stamped, and Scanned to pdf mode & attach under PRICE BID.

DO NOT'S

Bidders are requested **NOT** to submit the hard copy of Financial Bid along with the physical form of tender. In case the hard copy of financial bid is submitted in physical form, the tender may be rejected. Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.

A) Technical Tender (UN priced Tender)

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- ~~(i) Earnest money Deposit (EMD) furnished in accordance with GIT clause 16.1 alternatively, documentary evidence as per GIT clause 16.2 for claiming exemption from payment of earnest money.~~
- (ii) Technical Bid (without indicating any prices).

- (iii) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.

B) Price Bid:

1. Prices are to be quoted in the attached Price Bid format online on e-tender portal in pdf format & apply digital signature certificate.

2. The price should be quoted for the accounting unit indicated in the e-tender document.

Note: It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 In case of e-Tender, offer sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), if such services are to be performed /undertaken in India. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date.

13. Tender Prices

13.1 The Tenderer shall indicate on the Price bid format provided under Section VIII all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price bid should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

13.2 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.3.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b. Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- c. Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), and Loading & Unloading etc. would be borne by the Supplier from ware house to the consignee site.

13.3.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a. The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b. Freight and insurance charges.
- c. The price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
- d. The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- e. The charges for Incidental Services, as in the List of Requirements and Price Schedule;

13.4 Additional information and instruction on Duties and Taxes:

13.4.1 If the Tenderer desires to ask for excise duty, sales tax/VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.4.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses **13.4.2** (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.4.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes: Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, if such taxes/duties are applicable same shall be clearly mentioned in the price bid/offer.

13.4.5 Customs Duty: The Purchaser will pay the Customs duty wherever applicable provided was mentioned the price bid/offer.

14. 14 Payment of Agency Commission to Indian Agent (for foreign purchase):

- I. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- II. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant
- III. Guidelines of Government of India, issued from time to time.
- IV. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- V. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- VI. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- VII. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- VIII. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com OR <http://vis.bheltry.co.in/olsa>.
- IX. The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

15. **Firm Price**

15.1 Unless otherwise specified in the GIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, will be paid extra as applicable on the date of dispatch.

16. **Earnest Money Deposit (EMD)**

~~**16.1** Pursuant to GIT (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 16.7 below.~~

~~**16.2** The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these~~

categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

~~16.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:~~

- ~~i) — Account Payee Demand Draft~~
- ~~ii) — Banker's cheque and~~
- ~~iii) — Bank Guarantee~~

~~16.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "Bharat Heavy Electricals Limited" payable at Trichy India. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XI in these documents.~~

~~16.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 17 of GIT is 60 days, the EMD shall be valid for 105 days from Techno — Commercial Tender opening date.~~

~~16.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.~~

~~16.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.~~

~~16.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.~~

17. Tender Validity

17.1 If not mentioned otherwise in the GIT, the tenders shall remain valid for acceptance for a period as mentioned in the commercial terms later in this document, after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

17.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail/EPs message or by fax/ telex/cable. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

17.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

18. Digital Signing of e-Tender

18.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender

documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION digital signature certificate (DSC).

19. **Submission of Tenders**

19.1 The tender shall be submitted online only at <https://bheleps.buyjunction.in>.

(i) Pre-qualification and Technical compliance as per following documents (ONLY Online submissions for all the documents.)

- a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- b) Tender Form as per section VII.
- c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
- d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept/ Agencies

(ii) PRICE BID (ONLY ONLINE).

19.2 The tenderers must ensure that they submit the on-line tenders not later than the closing time.

20. **Late Tender**

20.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

21. **Alteration and Withdrawal of Tender**

21.1 The tenderer, is permitted to change, edit or withdraw it's bid on or before the end date & time only.

22. **Opening of Tenders**

22.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

~~**22.2** Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.~~

22.3 Two - Tender system will be as follows. The Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. ~~During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).~~ Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno - Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

23. **Basic Principle for Tender evaluation**

23.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

24. Scrutiny of Tenders

24.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

25. Discrepancies in Prices

- i If, in the price structure quoted for the required goods, services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- iv If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

SECTION - III**GENERAL CONDITIONS OF CONTRACT (GCC)****26. 1. Application**

26.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by any Special Conditions of Contract prescribed anywhere in this TE document.

27. Use of contract documents and information

27.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

27.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 27.1 above except for the sole purpose of performing this contract.

27.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 27.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

28. Patent Rights

28.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

29. Country of Origin

29.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

29.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

29.3 The country of origin may be specified in the Price bid format.

30. Technical Specifications and Standards

30.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in „Technical Specification and „Quality Control Requirements as mentioned in this document.

31. Packing and Marking

31.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

31.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

31.3 Packing instructions: Unless otherwise mentioned in the Technical Specification and Quality Control Requirements, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Purchase Order number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignees name and full address and
- f. suppliers name and address
- g. Any other information as per Purchase order/dispatch instructions.

32. Inspection, Testing and Quality Control

32.1 Goods/Materials shall be made ready as per the specifications mentioned in the purchase order and approved quality plan shall be followed in each stage of manufacturing the ordered materials. Ready materials shall be inspected by BHEL/BHEL TPI/ NTPC or BHEL Customer as per the purchase order. Tenderer shall inform well in advance the readiness of the materials so that the purchaser can arrange for Inspection, Testing and Quality evaluation of the ready materials. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

32.2 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 34.

33. Terms of Delivery

33.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

34. WARRANTY

34.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

34.2 The warranty shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

- a. No conditional warranty will be acceptable.
- b. Replacement and repair will be under taken for the defective goods.
- c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

34.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 34.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

34.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions

34.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.

34.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

34.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods (if required).

35. ASSIGNMENT

35.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

36. PRICES

36.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.

37. TAXES AND DUTIES

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

38. TERMS AND MODE OF PAYMENT

38.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

For Indian Vendors –

- a. Payment term is 100% direct payment after 45 days from the date of dispatch against site acknowledgement. (or)

- b. Payment term is 90% direct payment after 45 days from the date of dispatch against submission of dispatch documents and balance 10% against site acknowledgement. For this option –(b), a loading of 2% on the 90% of the offered value shall be made.

For Foreign Vendors –

BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

Any deviation in the above payment term will attract loading as mentioned below.

“Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

- a. In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.
- b. For LC at sight the loading will be considered @ 3.5% on the offered Value.
- c. Normally CAD at sight and Confirmed LCs are liable for rejection.

39. Delivery

39.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

39.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) Termination of the contract for default.

39.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

39.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 40 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT,

Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

39.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

40. LIQUIDATED DAMAGES

40.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, as mentioned in the commercial terms later in this document. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 41. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 39.4 above shall also apply.

41. TERMINATION FOR DEFAULT

41.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 39.

41.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 41.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

41.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

42. FORCE MAJEURE

42.1 Notwithstanding the provisions contained in GCC clauses 39, 40 and 41, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

42.2 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.

42.3 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 otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

42.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

42.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

43. TERMINATION FOR CONVENIENCE

43.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

43.2 The goods and services which are complete and ready in terms of the contract for delivery and performance before the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

44. GOVERNING LANGUAGE

44.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

45. Notices

45.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

45.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

46. RESOLUTION OF DISPUTES

46.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

46.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM/RM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract.

46.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.

46.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy India

47. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

48. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

49. Replacement of defective work or material

If during the progress of the work, the Purchaser or his representative shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant or material inferior in quantity or quality to those specified, the contractor on defects or deficiency shall, at his own expense, within fifteen days' of his receiving the notice, or otherwise within such time as may be reasonably necessary for making in good, proceed to alter, reconstruct, or remove such work, or supply fresh materials up to the standard of the particulars and in case the Contractor shall fail to do so, the Purchaser may, on giving the Contractor fifteen days' notice in writing of his intention to do so, proceed to remove the work or materials complained of, and at the cost of the Contractor perform all such work or supply all such materials, provided that nothing in this clause shall be deemed to deprive the purchaser of or affect, any rights under the contract which he may otherwise have in respect of such defects or deficiencies. BHEL reserves the discretion to levy storage charges for material not lifted within the reasonable period.

50. Rectification of Defects

Any defects which in the opinion of the Inspector may be apparent after erection and testing as mentioned in the specification, shall be rectified by the Contractor to the satisfaction of the Inspector at the expense of the Contractor and it shall be in his power to direct that further test shall be made at the expense of the Contractor after the said defects have been rectified to the satisfaction of the Inspector. If, after a reasonable time for rectifying defects shall have been allowed to the contractor the Inspector shall be of opinion that the defect cannot satisfactorily be rectified, and that the material/component/machinery supplied is unsuited for or incapable of performing the work required, the Purchaser may, if he shall think fit (without prejudice, and in addition to any other remedy he may have in the premises) determine this contract, and thereupon all money paid to the Contractor under the contract in respect thereof shall upon demand be repaid by them to the purchaser, and they shall be liable for all damages heretofore provided for non-fulfilment of contract

51. SECURITY

The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any Regulations framed thereunder. Any information obtained in the course of the execution of the contract by the contractor, his servants or Agents or any person so employed, as to any matter whatsoever; which would or might be directly or indirectly of use to any competitor of BHEL or enemy of India must be treated as Secret and shall not at any time be communicated to any person. Any breach of the aforesaid condition shall entitle BHEL to cancel the contract and to purchase or authorize the purchase of the materials/goods at the risk and cost of the contractor invoking risk purchase clause.

52. Fraud Prevention

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.

53. Document submission & Signing

Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.

54. Vendor Works/Location

Vendors having multiple works/locations shall indicate in the technical bid the location from where there are going execute the order if placed, and the said works/location must be approved by BHEL/BHEL customer as may be the case.

55. GENERAL/ MISCELLANEOUS CLAUSES

- i Any Purchase Order resulting from this enquiry shall be governed by these general terms and conditions listed above (1-53) and special terms and conditions, if any, along with this enquiry of Bharat Heavy Electricals Limited, BHEL HPBP, Trichy-620014 (hereinafter referred to as BHEL Trichy).
- ii Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- iii If counter terms and conditions are offered by supplier, BHEL Trichy shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL Trichy.
- iv Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL TRICHY and agreed upon in the Purchase Order of BHEL TRICHY.
- v BHEL TRICHY reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- vi BHEL TRICHY shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

- vii The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- viii Banned Firms - The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- ix Bidders participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
- x Risk purchase: - If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee / Pending bills of the defaulting vendor.
- xi The court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.
- xii Cartel Formation: - All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.
- xiii **Suspension of Business Dealings with Suppliers/ Contractors** - In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers/ contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the following guidelines shall be followed across all BHEL units/ divisions/ regions (here in after referred to as Units). These guidelines are not exhaustive but enunciate broad principles governing action against such suppliers/ contractors. These guidelines are available on www.bhel.com

SECTION – IV**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope/EPG sealed price bid already submitted to BHEL along with the offer. The envelope/e-procurement sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope/e-procurement sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope/e-procurement sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). **Refer section IX for details.**
2. Loading of Price Bids – Loading will be applicable for any deviations taken by **tenderer as per Section XI** to this TE document.
3. **Testing and Inspection by BHEL TPI for indigenous supply.** BHEL representative from unit or CQ is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.
4. **Confirmation to BHEL Drawing and QAP.**
5. MSE Clause is applicable as per **Section XIV**. It will be ensured that atleast 20% of this tendered quantity is ordered on MSE vendor who comes in price band of L1+15% and matches the L1 rates.

SECTION – V**List of Requirements****PART – I Pre-Qualification Criteria**

BHEL prefers only manufacturers for supply of materials against this enquiry. All suppliers must fulfil following criteria to be considered for this enquiry.

1. Supplier must have supplied Electro Forged Floor Grills to at least two different customers in last two years. PO copy, Excise Invoice (unpriced), Inspection report to be submitted.
2. Copy of Statutory documents – Excise registration, Company registration, CST/VAT/GST/ TIN certificate and PAN Card copy.
3. Integrity Pact duly filled, signed & sealed authorised signatory on all pages as per the format enclosed.
4. Only manufacturers shall be allowed to participate in this enquiry.

PART - II

Sr. No	Item	Qty (Nos)
1	Electro Forged Floor Grills as per BHEL Drawing 1-35-811-02525 Rev 09	One Package

Total requirement is approx. 1591.293 MTs. It will be split between L1 & L2 as approx. 60:40 ratio. (956.955 MTs for L1 & 634.339 MTs for L2) provided L2 vendor matches the L1 cost to BHEL.

PART – III Required Delivery Schedule:

Delivery period will be 90 days from the date of manufacturing clearance.

PART – IV Delivery Location

Materials shall be delivered FOR Uppur Site.

PART – V Guarantee

12 months from the date of receipt and acceptance of materials at site/stores.

PART – VI Delivery Terms

FOR Site

SECTION – VI

Technical and Quality Specifications

Materials shall be manufactured as per BHEL Drawing & QAP attached to this tender enquiry document.

Sr. No	Package 1	Qty (nos)
1	32x995x6000	4460
2	32x515x6000	1540
3	32x305x6000	1480
TOTAL		7480

Delivery – FOR Uppur Site, Tamil Nadu India

Tender will be evaluated on package cost to BHEL for arriving L1. Total requirement is approx. 1591.293 MTs. It will be split between L1 & L2 as approx. 60:40 ratio. (956.955 MTs for L1 & 652.196 MTs for L2) provided L2 vendor matches the L1 cost to BHEL.

Sr. No	Proposed quantity for L1 vendor	Qty (nos)
1	32x995x6000	2710
2	32x515x6000	910
3	32x305x6000	830
TOTAL		4450

Sr. No	Proposed quantity for L2 vendor	Qty (nos)
1	32x995x6000	1750
2	32x515x6000	630
3	32x305x6000	650
TOTAL		3030

In case L2 vendor do not accept the counter offer, then L1 vendor will be offered balance 40% quantity also and separate order will be released for 40% quantity on L1 vendor.

In case both L1 & L2 vendor do not agree for balance quantity, then it will be ordered through separate tender enquiry.

SECTION – VII

Tender Form

(to be submitted on company letterhead)

To

GM/MM/RM

BHEL Trichy

Ref. Your TE document No. 1801700795 dated 17.06.2017

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed.

We now offer to supply and deliver **Electro Forged Floor Grills** in conformity with your above referred document for the sum as shown in the price schedules attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements. We further confirm that, if our tender is accepted, we shall provide you with a warranty/guarantee certificate in an acceptable form for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 17, read with modification, if any as per clause 9 of GIT or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period.

We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any (GOI) Govt. Authorities/PSUs.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

SECTION – VIII**Price bid Formats****Indian Suppliers Currency - INR**

Sr. No	Package 1 (A)	Qty (nos) (B)	Rate/unit (C)	Basic Amt = BxC (D)	EXCISE DUTY on D (E)	CST/VAT on D+E (F)	Freight (G)	Insur 0.1064% of D+E+G (H)	Total Amount D+E+G+F+H
1	32x995x6000	4460						BHEL scope	
2	32x515x6000	1540							
3	32x305x6000	1480							
	TOTAL	7480							

Foreign Suppliers Currency _____

Sr. No	Package 1 (A)	Qty (nos) (B)	Ex Works Rate/unit (C)	Ex Works Amt = BxC (D)	FOB Charges (E)	Any Other Charges (F)	Customs, Handling, Inland freight (G)	Insur 0.1064% of D+E+G (H)	Total Amount D+E+G+F+H
1	32x995x6000	4460					BHEL Scope. Will be loaded in price evaluation.		
2	32x515x6000	1540							
3	32x305x6000	1480							
	TOTAL	7480							

****One copy of this format to be attached with technical bid without prices mentioning ED, CST/VAT & Freight as percentages of Basic cost.**

Vendor Sign & Seal

SECTION – IX

Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per Tender enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit sealed bid for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance 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.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. Bidders shall the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the business rules of Reverse Auction, which will be communicated before the Reverse Auction.
11. Reverse auction process is deemed to have been started upon receipt of ‘Online Sealed Bids’ from the bidders within the prescribed time frame as per Business Rules. After receipt of ‘online sealed bids’, start price & bid decrement will be decided by BHEL RA Committee and the same shall be communicated to the service provider, to start the bidding process. Only those bidders who have submitted the ‘online sealed bid’ within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

SECTION—X**Bank Guarantee Format for Performance (PBG)**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF WARRANTY PERIOD)

~~In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler~~

~~Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called 'the Company') having entered into a contract with~~
~~.....hereinafter called 'the said contractor' which~~
~~term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the contract No..... Dt Between BHEL, Trichy and as~~
~~per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. for the due performance of the equipment to be supplied under the above~~
~~referred contract and for the fulfillment of all the terms and conditions of the contract, We~~
~~.....(indicate the name of the bank) (herein after referred to as the bank) at the~~
~~request of (Contractor(s)) do here by undertake to pay the company an~~
~~amount not exceeding Rs.....against any loss or damage caused to or suffered~~
~~or would be caused to or suffered by the company by reason of any breach by the said~~
~~contractor (s) of any of the terms and conditions contained in the said agreement.~~

~~2. We(indicate the name of the bank with full address), do hereby~~
~~undertake to pay the amounts due and payable under this guarantee without any demur,~~
~~merely on a demand from the Company stating that the amount claimed is due by way of loss~~
~~or damage caused to or would be caused to or suffered by the Company by reason of breach~~
~~by the said Contractor(s) of any of the terms and conditions contained in the said Agreement~~
~~or by the reason of the contractor(s) 'failure to perform' the said agreement. Any such~~
~~demand made on the Bank shall be conclusive as regards the amount due and payable by~~
~~the Bank under this guarantee. However, our liability under this guarantee shall be restricted~~
~~to an amount not exceeding Rs.~~

~~3. We undertake to pay unconditionally to the Company any money so demanded~~
~~notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending~~
~~before any Court or Tribunal or Arbitration or before any other authority relating thereto our~~
~~liability under this present being absolute and unequivocal. The payment under this guarantee~~
~~would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration~~
~~proceedings or by any other authority. The payment so made by us under this Bond shall~~
~~be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no~~
~~claim against us for making such payment.~~

~~4. We.....(indicate the name of Bank), further agree that the~~
~~guarantee herein contained shall remain in full force and effect during the period that would~~

~~be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.~~

~~5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.~~

~~(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.~~

~~6. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.~~

~~7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).~~

~~8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.~~

~~9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.~~

~~10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.~~

~~11. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.~~

~~In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal the _____ day _____ month 200~~

~~BANK E-MAIL ID:~~

~~BANK PHONE NO:~~

~~BANK FAX NO:~~

SECTION – XI

LOADING CRITERIA

Payment Term (Indigenous)	
If materials are receivable at Project Sites without PBG	<u>Option-1:</u> Payment term is 100% direct payment after 45 days from the date of dispatch against site acknowledgement <u>Option-2: (REVISED)</u> a) Payment term is 100% direct payment after 45 days from the date of dispatch against site acknowledgement. (or) b) Payment term is 90% direct payment after 45 days from the date of dispatch against submission of dispatch documents and balance 10% against stores acknowledgement. For this option –(b), a loading of 2% on the 90% of the offered value shall be made.

Payment Term (Imports) -
BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

Any deviation in the above payment term will attract loading as mentioned below.

“Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

- **In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.**
- **For LC at sight the loading will be considered @ 3.5% on the offered Value.**
- **Normally CAD at sight and Confirmed LCs are liable for rejection.**

Liquidated Damages / Penalty - To be incorporated in all NITs addressed to both Indigenous and Import Suppliers
Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

SECTION – XII**SPECIAL & COMMERCIAL TERMS**

Special terms to Enquiry no: 1801700795 dt 17.06.2017		
Sl. no	Conditions	Vendor conformation
1	Offer shall be submitted in TWO PART bid system i.e Technical bid along with commercial conditions and price bid separately through BHEL e-Procurement route only.	
2	Price may be finalized thro " <u>On line Reverse Auction Process</u> " using internet. Refer section IV & IX. Business Rules of RA are enclosed.	
3	Offer should be valid for a minimum period of 60 days, from the date of technical bid opening.	
4	Tender will be finalized on the basis of "Package cost basis to BHEL".	
5	"Rate per number" to be quoted on "FOR Site / FOB port " basis with price breakup indicating basic price, FOB charges, P&F, ED,CST/VAT, freight charges separately. Insurance will be in BHEL scope.	
6	The monthly production capacity " <u>sparable to BHEL/Trichy</u> " against this tender to be clearly indicated in the offer. Minimum capacity should be 250 MTs per month	_____ MT/Month
7	If the vendor is not conforming to our technical / drawing requirements in total, their offer will not be considered for further evaluation in this tender.	
8	Lowest Prices received against BHEL tender need not be the technically acceptable one and in that case BHEL reserve the right not to consider the same	
9	BHEL reserves the right to increase or decrease the tendered quantity.	
10	All the material supplied will be as per specs of BHEL's drawing no 1-35-811-02525 Rev 09 and BHEL standard quality plan	
11	<u>Note:</u> Offers for this enquiry will be accepted through e-procurement (EPS) route only. For EPS system vendors have to arrange their own digital signature (DSC). BHEL will not provide DSC to any vendor.	
12	Total requirement is approx. 1591.293 MTs. It will be split between L1 & L2 as approx. 60:40 ratio. (956.955 MTs for L1 & 634.339 MTs for L2) provided L2 vendor matches the L1 cost to BHEL.	
13	In case GST is applicable at the time of ordering/dispatches, same will be considered. Hence suppliers have to ensure they are registered for GST also.	
14	<u>Contact Details</u> <u>Name</u> <u>Designation</u> <u>Email:</u> <u>Phone no:</u> <u>Mobile no:</u>	

Any deviation from BHEL terms may lead to rejection of the offer.

Vendor Seal & Sign

Commercial Terms Enquiry no: 1801700795 dt 17.06.2017			
SL NO	CONDITIONS	BHEL TERMS	Accepted/Not Accepted
1	Delivery Terms	Indian Supplier: -FOR Site Foreign Supplier: -FOB seaport	
2	Delivery period	90 days from manufacturing clearance.	
3	Excise Duty	(Mention Applicable %)	
4	CST/VAT	(Mention Applicable %)	
	GST	(Mention Applicable %)	
5	Freight	Vendor Scope. To be mentioned separately in price bid <i>For Foreign suppliers Inland movement by BHEL, to be loaded in price evaluation.</i>	
6	Insurance	BHEL Scope	
7	Liquidated damages (LD)	LD shall be 0.5% of the pending order value per week of the delay or part thereof subject to a maximum of 10% of the total order value.	
8	Risk Purchase	Applicable	
9	Payment terms	Indian Suppliers - 100% after 45 days from the date of dispatch against site acknowledgement. Foreign Suppliers - 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
10	Validity	60 days from part I bid opening.	
11	Firm Price	Firm Price till order execution	
12	PVC	Not Applicable	
13	Packing Forwarding	Vendor Scope (to be bundled with steel strips as per QAP)	
14	Guarantee/Warranty	Twelve months from the date of receipt of the material at site.	
15	MSE Clause	Applicable as per Section XIV	
16	Non-Disclosure Agreement (Section XV)	Signed copy to be submitted along with technical offer	

Any deviation from BHEL terms may lead to rejection of the offer.

Vendor Seal & Sign

SECTION – XIII**Supplier Registration Form**

Unregistered vendors may get registered with BHEL by filling SRF. Supplier Registration Form (SRF) has to be duly filled up online and send one copy with all the documents as mentioned in SRF.

URL for online Registration form is as below

<http://supplier.bhel.in/>

For any help regarding filling of SRF, you may contact following

<http://supplier.bhel.in/contact.jsp>

Name	Designation	Phone No.	Mail
Mrs. Nalini Subramanian	PURCHASE OFFICER	0431-2577301	nalini@bheltry.co.in
Mr. LJEYAPIRAGASH	SR MANAGER	0431-2577121	ljp@bheltry.co.in
Mr. M EBINESAN	DGM	0431-257448	ebi@bheltry.co.in
Mr. SIVASUBRAMANIAN P	SR MANAGER	0431-2577939	psivasub@bheltry.co.in
Mr. CHINNATHAMBI S	MANAGER	0431-2574215	scthambi@bheltry.co.in
Mr. SEKAR V.M	SR MANAGER	0431-2574608	vmsekar@bheltry.co.in

Address

DGM / SDC & ADMN /MM / MFG
IV FLOOR, 24 BLDG
UNIT:HPBP, BHEL
TIRUCHIRAPALLI- 620014
TAMIL NADU

For any queries regarding tender you may contact

Mr. Sachin Saini
Sr. Engineer/MM/BOI
BHEL Trichy
0431-2577897
sachinsaini@bheltry.co.in

NOTE: 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 and apply for registration in the respective unit.

SECTION – XIV**MSE clause****Clause: Special Provisions for Micro and Small Enterprises (MSE):**

1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.
3. In tender, participating MSE suppliers quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE supplier and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.
4. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of five years for EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Since 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs, all MSEs owned by SC/ST entrepreneurs are encouraged to submit supporting document to claim 4% of tendered quantity.

Non-submission of documents as per point no 4 above will disallow provisions under MSE clause mentioned above. These documents shall be submitted along with the technical/unpriced bid.

Annexure - I**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part-II) dtd:.....,
 Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

SECTION – XV**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Place:

Date:

Name

Company

Signature

SECTION – XVI**Integrity Pact (IP)**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name :- **Mrs. Pravin Tripathi, IA & AS (Retd.)**

Address :- D-243, Anupam Gardens, Lane IB, Neb Sarai,
Sainik Farms, New Delhi-110068

Email :- pravin.tripathi@gmail.com

Ph no :- +91 11 29533206 / 29531715.

(b) Please refer Section-8 of the 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 mentioned in the tender. 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.'

(c) Format for IP is enclosed with the enquiry. All pages of the integrity pact have to be signed & sealed by authorized signatory of the firm submitting the offer. First page should be preferably on company letter head.