

ENQUIRY NO **T7B1T29735 (NIT_52639)**
FRAMEWORK AGREEMENT FOR SUPPLY OF AIR RELEASE VALVES FOR VARIOUS PROJECTS

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The special conditions of contract (SCC) inscribed hereunder shall be read and construed along with general conditions of contract (GCC) as part of the tender document and in case of any conflict or inconsistency, the provision of the SCC shall prevail. Unless otherwise specified, in case of any confusion of any clause/ provision of this SCC or any conflict/ inconsistency of any clause/ provision of this SCC with that of any other tender document, the same shall be brought out by the bidder, if applicable, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO	DESCRIPTION
1.0	BROAD SCOPE OF WORK: The scope covers design, engineering, manufacturing, Procurement, inspection, testing at manufacturer's/ vendor's/ sub-vendor's works, painting, proper packing, transportation to site including freight & insurance, E&C / Supervision of E&C at Owner site and performance testing for total scope as defined in technical specifications along with all its annexures and elsewhere in tender. The scope shall broadly include, but not limited to following
1.1	Detail design of all equipment & sub-system and work as per specification.
1.2	Adhering to standard QAP, if provided along with the tender documents or Preparing QAP and getting the approval of BHEL.
1.3	Complete manufacturing of all the equipment/sub-system including shop, assembly, field testing and installation at site as per specification.
1.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
1.5	Providing requisite sets (both hard & soft copy) of Engineering drawings, RTF and data sheets as outlined and elsewhere in this tender. (Refer to 'Time (The Essence of the Contract)' clause of GCC)
1.6	Providing Operation & Maintenance manual, As built drawings, Plant Handbook, Storage, Preservation & Painting Manual, Erection Manual etc. as per schedule specified and elsewhere in this tender.
1.7	Arranging inspection of equipment and accessories etc. at Vendor's/sub vendor's premises.
1.8	Packing & transportation of the goods from the Vendor's works/sub vendor's works.
1.9	Any equipment not specified here but required to make the equipment complete shall be under the scope of the Vendor.
2.0	SPLITTING OF CONTRACT: Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
3.0	SITE CONDITIONS Contractor should acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
4.0	SERVICES TO BE RENDERED BY THE VENDOR
4.1	Services for complete engineering, coordination and Execution of the Contract as detailed elsewhere in this tender.
4.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
4.3	Supply of main equipment along with other items as per specification and agreed upon BBU / BOQ, maintaining the sequential dispatch and E&C / Supervision of E&C at site.
4.4	Where applicable, Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning.
4.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, As Built Drawings, preservation schedule with all details of preservation method and preservatives, Plant Hand book etc and as called for elsewhere in the tender
5.0	COMMUNICATION: The contractor shall be responsible for arranging all communication facilities for himself at office. The contractor has to establish independent internet/e-mail facilities with mobile connection for all key personnel and same shall have to be integrated with BHEL's voice/data network and database systems. The contractor's office must have facilities of communications like Fax, E-mail, and Telephone with STD facility etc.

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6.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
6.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
6.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
6.3	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
6.4	Wherever specified or required the Plant/ equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc. wherever required, obtaining approval for Plant/Equipment supplied under the specification from statutory authorities shall be the responsibility of the contractor.
7.0	ENGINEERING SERVICES: As part of the overall project management activity, the contractor shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The contractor shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contractors. The Engineering Manager shall be the single point contact person on behalf of the contractor and shall be responsible for all engineering co-ordination.
8.0	TAXES AND DUTIES
8.1	The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents. The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any cess or surcharge or levy/tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law. GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BHEL due to any reason attributable to the supplier/bidder. TDS under GST as and when applicable, shall be deducted at prevailing rates. GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies. Bidders/Suppliers have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder. SUPPLY: Bidders have to issue GST compliant invoices showing: 1. BHEL PE&SD R C Puram Hyderabad GSTIN No.36AAACB4146P1ZG under "Details of Receiver (Billed To) 2. BHEL's Customers details (mentioned in SCC/Dispatch Instructions) under "Details of Consignee (Shipped To) 3. State of Telangana as the "Place of Supply" irrespective of where the goods are shipped to,

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	since these transactions fall under Section 10(1)(b) of the IGST Act in case of suppliers from outside Telangana Details of dispatch comprising of copies of GST Invoice, LR/ Delivery challan, Packing list etc. have to be submitted to BHEL immediately on dispatch. In the event of any delay in submission of these documents to BHEL and/ or any documentary discrepancies, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/ bidder. SERVICES (E&C, Supervision of E&C, Civil Works etc.): NOT APPLICABLE Bidders have to issue GST compliant invoices showing: BHEL, State of _____ (State in which the project site is located) GSTIN of BHEL in such State (to be obtained by the bidders before raising any invoice) under "Details of Receiver (Billed To)" BHEL's Customers details (mentioned in SCC/Dispatch Instructions) under "Details of Consignee (Shipped To) State in which the project is located, as the "Place of Supply". The invoices shall be raised within the time limit prescribed under the GST law. In the event of any delay in submission of the invoice to BHEL, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder. PAYMENT OF GST: The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following: a) The bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. However, BHEL may, at its discretion release the amount of GST against indemnity bond in the prescribed format. Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.
8.2	CUSTOMS DUTY
8.2.1	Customs Duty element for imported items shall be included in basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser. Contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
8.3	DIRECT TAX
	Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order / contract, as well as tax liability of the seller/ contractor and his personnel.
9.0	FREIGHT & INSURANCE CHARGES
9.1	Total Prices quoted by bidder shall be inclusive of P&F and Freight. Same shall be valid from anywhere to anywhere in India (Refer Sl. No. 3 of Annex-R to NIT). Transit Insurance within India shall be in scope of BHEL. Contractor shall inform the underwriter as appointed / nominated by Purchaser, the details of dispatch under intimation to BHEL details such as LR no and date, Truck number, PO number, Project and Value.
10.0	MOBILISATION ADVANCE: Mobilization advance is not applicable and will not be considered for this bid / contract.
11.0	CONTRACT PERFORMANCE BANK GUARANTEE:
11.1	For Framework Agreement value more than Rs. 20,00,000/-, the successful bidder to furnish Contract Performance Bank Guarantee for 2% of Framework Agreement value or Rs. 2,00,000/-

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	, whichever is lesser within 30 days from the date of Framework Agreement, valid till Validity period of the Framework Agreement + 4 Months Lead time + 3 months claim period. Contract Performance Bank Guarantee is not applicable for Framework Agreement value upto Rs. 20,00,000/-.
12.0	PERFORMANCE BANK GUARANTEE- Not Applicable
13.0	PAYMENT TERMS
13.1	For all items of package as per rate schedule of main supply, payment shall be made as per following break-up of basic price.
13.1.1	Supply: - Ninety percent (90%) of total price of materials supplied (excluding GST) shall be payable on pro-rata basis within 75 days for non-MSME vendors and within 45 days for MSME vendors, after receipt of Original GST Invoice along with all other required dispatch documents including proof of receipt of material at project site, CPBG (if applicable) & other supporting documents as per specification & dispatch instructions. - Ten percent (10%) of the total price of Purchase Order (excluding GST) shall be payable within 75 days for non-MSME vendors and within 45 days for MSME vendors, after completion of total supplies as per PO and upon submission of the following: - (i) All final documents, O&M manuals etc. (ii) Supplementary Invoice for the final 10% claim. - All documents are to be submitted directly to Purchaser and not through bank. - Payment period will be within 75 days for non-MSME vendors and within 45 days for MSME vendors and it starts from the date of receipt of last document received and acknowledged by BHEL as per Annexure-1 (applicable to every bill). The GST amount on total value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following: a) The bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. In case of LD/Penalty recovery, the applicable GST on penalty is also recoverable, for which GST invoice will be provided by BHEL.
13.1.2	E&C : Not applicable
13.1.3	VOID
13.1.4	VOID
13.1.5	No interest, whatsoever, shall be payable by purchaser on any amount due to the vendor.
14.0	VOID
15.0	REVISION ON ACCEPTED CONTRACT RATE AND VALIDITY OF UNIT RATES: No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever. Unit rates of detailed BOQ list, where applicable, shall be valid till contract completion
16.0	GUARANTEE
16.1	Full Guarantee for the performance of the equipment and total system, for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier shall be considered.
16.2	Other provision shall be as per the GCC.
17.0	TIME (THE ESSENCE OF CONTRACT)
17.1	The time and date of material supply completion stipulated in the contract Documents shall be deemed to be the essence of the Contract. The Contractor shall so organize their resources and perform so as to complete the work not later than the aforesaid date of completion. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work or organize his resources to enable delivery of supplies

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	within the stipulated time, BHEL at their sole discretion will have the right to cancel the contract. In such an event the contractor's security deposit with BHEL will stand forfeited without any further reference to the contractor, without prejudice to any and all of the BHEL's other rights and remedies in this regard.
17.2	The Engineering Information Exchange and approval schedule shall be as per the Technical specification.
17.3	The supply by vendors shall be strictly as per the approved BBU. Part supply of BBU line item shall not be done without express permission from Engineer and incorporation of the revision in approved BBU. No delivery extension can be sought by vendor citing delays in approval of BBU.
17.4	DRAWINGS
	The vendor is supposed to supply all the items as per technical specifications and drawings approved by BHEL, including any amendments / addendums required by good engineering practices.
18.0	LIQUIDATED DAMAGES (LD) – As per GCC
19.0	MATERIAL RECEIPT CERTIFICATE (MRC): MRC shall be issued by Customer/BHEL site or their authorized representative indicating the date of receipt of material in good condition at site. Vendor shall visit site for joint inspection of equipment at site, if called for, notwithstanding issuance of MRC.
20.0	CONSIGNEE : Details will be provided after issue of Purchase Order along with Dispatch Instructions
21.0	DESPATCH
21.1	All materials/ plants/ equipments shall be transported by road including ODC consignment. Dispatch shall only be made after inspection and clearance by BHEL / BHEL TPIA (BHEL Third Party Inspection Agency) / End-user representative, as applicable.
21.2	No consignment shall be dispatched on SELF basis. Material shall be dispatched freight prepaid, door delivery basis.
21.3	Each package should carry the packing slip / details of contents inside a metal enclosure, properly fixed to the packing from outside. The packing shall be transport worthy.
22.0	APPROVED MANUFACTURER / SUB-VENDOR: For other bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification.
23.0	INSPECTION & JOINT VERIFICATION (AT VENDOR'S WORKS): Prior to dispatch, the materials would be offered by the vendor for joint inspection at the contractor's works as detailed in this tender specification for which the contractor would serve the advance notice of 15 days for inspection call to BHEL.
23.1	Indigenous vendors: BHEL/ BHEL nominated TPIA/ End User/ End Users' representative may inspect Equipment/ Material as per Technical specification/ Approved Drawing/ Approved Datasheet/ Approved Quality Assurance Plan. Supplier shall send inspection call on prescribed format through online (http://cqir.bhel.in). Inspection charges will be borne by BHEL.
23.2	Foreign vendors: Inspection shall be done by Lloyds/TUV /Bureau Veritas/BNV or its equivalent TPIA and the charges for the same shall be included in the quoted price. IBR or its equivalent certification charges shall be inclusive. TC's shall be submitted to BHEL for review.
24.0	VOID
25.0	VOID
26.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
26.1	The Engineer, his duly authorised representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the contractor shall obtain for the Engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on contractor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be contractor's responsibility and same has to be carried out within the quoted price.
26.2	To facilitate advance planning of inspection in addition to giving inspection notice the contractor

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	shall furnish quarterly inspection programme indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
26.3	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The contractor shall give the Engineer/Inspector 15 days written notice of any material being ready for testing .Such test shall be to the contractor's account except for the expenses of the Inspector .The Engineer/Inspector ,unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test /inspection failing which the contractor may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
26.4	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to the contractor of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The contractor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
26.5	When the factory tests have been completed at the contractor's or subcontractor's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
26.6	In all cases where the contractor provides the tests at the premises of the contractor or any subcontractor, the contractor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
27.0	CONTRACT PRICE: Bidder shall quote their price as per the format, price schedule (Latest revision) only.
28.0	PROJECT INFORMATION
28.1	As per the current business scenario of BHEL, the current supply destinations are as follows: 1) 5 x 800 MW Yadadri TPS (Damarcherla Mandal, Nalgonda District, Telangana State, India) 2) 2 x 660 MW Udangudi TPS (Tuticorin District, Tamil Nadu State, India) 3) 1 x 660 MW Panki TPS (Kanpur District, Uttar Pradesh State, India) 4) 1 x 660 MW Bhusawal TPS (Jalgaon District, Maharashtra State, India) 5) 3 x 800 MW Patratu TPS (Ramgarh District, Jharkhand State, India) 6) 1X660MW Sagardighi TPP (West Bengal, India) 7) 2X60MW Vyasi HEP (Uttarakhand State, India) 8) Bhadradi FGD (Telangana State, India) 9) Kothagudem FGD (Telangana State, India) 10) 3 x 660 MW NTPC North Karanpura FGD (Hazariabagh District, Jharkhand State, India) 11) NTPC Barh-I FGD (Patna District, Bihar State, India) 12) NTPC Barh-II FGD (Patna District, Bihar State, India) 13) Mauda-I FGD (Ramgarh District, Jharkhand State, India) 14) BRBCL Nabinagar FGD (Aurangabad district, Bihar) 15) NPGCL Nabinagar FGD (Aurangabad district, Bihar) 16) Ramagundam FGD (Ramagundam, Telangana) 17) Korba FGD (Korba District, Chhattisgarh) 18) NSPCL Bhilai FGD (Bhilai, Chhattisgarh) The above destinations are indicative and subject to change based on business scenario of BHEL.

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28.2	Drawings attached with the specification are preliminary in nature & are not exhaustive. These drawings may get revised and /or new drawings will be furnished to bidder during detail engineering.
29.0	SCHEDULE OF SUPPLY
	<u>Supply:</u> The vendor shall complete design & engineering, manufacturing/ supply (including main scope, spares, as applicable), within stipulated completion periods.
30.0	DIVISIBLE CONTRACT (NOT APPLICABLE)
30.1	It may clearly be understood by the bidders that separate orders may be placed for a) supply of equipment b) Erection & commissioning.
30.2	Notwithstanding anything stated elsewhere in this tender, the contract to be awarded shall be on the basis of supply & E&C / Supervision of E&C Services (divisible contract) on single source responsibility. In the mode of contracting on the basis of supply & E&C / Supervision of E&C Services the supply portion of the contract will relate to the price schedule of supply part, and E&C / Supervision of E&C Services portion of contract will relate to price schedule of E&C / Supervision of E&C part.
30.3	But the two contracts shall not in any way dilute the responsibility of the bidder for the successful completion of the job as per tender specification and both the contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall automatically be classified as a breach on the other contract which will confer a right on BHEL to terminate the other contract at the risk and cost of the bidder.
31.0	DELIVERY SCHEDULE: Validity of the Framework Agreement is one year from the date of Framework Agreement. For any firm purchase order, which will be placed as per Framework Agreement, the following is the delivery schedule: - Delivery period shall be Four (04) months from Drawings/Documents approval in Code-I by BHEL up to material receipt at project site. Vendor to submit all drawing/documents required, as applicable, and indicated in Technical Specifications within 07 days of PO placement. Resubmission of all drawings shall be within 07 days incorporating all comments given by BHEL. In case there are delays in submission/ resubmission of drawing/documents beyond scheduled time that many days of delay would be reduced from delivery period i.e. 04 months. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material - Receipt at Site, etc.
32.0	EVALUTION CRITERIA: Evaluation shall be done on Overall L1 Basis (Refer Price Bid format).
33.0	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 attested copy of a CA certificate (Format enclosed as per Annexure - 1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
34.0	REVERSE AUCTION: 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.

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	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 sealed price bid already submitted to BHEL along with the offer. The envelope 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 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 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).
35.0	FRAUD PREVENTION: The bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhered to BHEL Fraud prevention policy displayed on BHEL website http://www.bhel.com and shall bring immediately to the notice of BHEL Management about any fraud and suspected fraud as soon as comes to their notice.
36.0	QUANTITY VARIATION: Refer Annexure "R" for other terms & Conditions.
37.0	MAKE IN INDIA:
37.1	MAKE IN INDIA : For this Procurement , Public Procurement (Preference to Make in India) , Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of Contract / PO/ WO against this NIT . In the event of any Nodal Ministry prescribing higher or lower percentage of Purchase preference and / or local content in respect of this procurement , same shall be applicable . Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India) , Order 2017 available in the following links https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf Proforma for self certification for minimum local content and auditor's certification is given in Annexure Y .
38.0	STARTUPS:
38.1	For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications . Startups are exempt from paying earnest money deposit .
39.0	If there is any conflict in clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) and GENERAL CONDITIONS OF CONTRACT (GCC), then clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) supersedes the requirement. Commercial Conditions quoted in any place other than SCC of BHEL & GCC of BHEL, including stated in Vendors General Terms and conditions enclosed if any, shall be summarily ignored and will be invalid for evaluation of the Preferred Bidder. It shall be treated that bidder have not changed/ modified the tender documents (including corrigendum/addendum, if any) issued by BHEL and in case of such observance at any stage, it

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	shall be treated as null and void.
40.0	OTHER TERMS All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.
41.0	Bidder shall furnish credentials (PTR, Work experience, PO copies etc.) after finalization of framework agreement to obtain approval from end customer. The individual Purchase Orders for the projects shall be placed based on this Framework Agreement subject to approval of vendor credentials from end customer (As applicable).
42.0	Refer Annexure "R" for other terms & Conditions. The Terms and Conditions indicated in Annexure-R supersede any such clauses indicated elsewhere in NIT documents.