1. Enquiry is floated through E-procurement system and hence Offer has to be submitted through EPS portal only (https://bhel.abcprocure.com/EPROC).

2. For any technical clarification, please contact Mr Ranajit De, Dy. MGR /VIVEK KAPIL, SR. DGM (TBEM) Contact No. 0120- 6748494/8531.; e-mail: ranajitd@bhel.in/viviek@bhel.in

3. For any commercial clarification, pls contact Mr. Prateek Kumar, Dy. Manager (TBMM); Contact No.0120-6748480; e-mail: pkp@bhel.in

4. **Destination**- IOCL Panipat Ss

5. Vendor to submit complete credential along with techno-commercial offer for approval from IOCL & price bid opening is subject to bidder approval of IOCL.

6. Bidder should be IOCL approved vendor.

7. **Pre Qualification:** Bidder to comply technical requirement given in clause 1.3 of Technical specification.

8. Project Status: Domestic. GST shall be payable as applicable.

9. **Clause-5 (**Guarantee clause) of GTC: The primary defect liability period for complete works /Units (s) shall be 12 months from the date of issue of commissioning certificate or 8000 Hrs of run, whichever is earlier, provided that if the unit (s) cannot be commissioned for a cause solely attributable to the OWNER within 12 months from the mechanical completion, the primary defect liability shall be 18 months from the date of mechanical completion. The date of commissioning is 20-01-2022.

10. **Clause-7 (PBG validity) of GTC**: Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice **in line with one of the applicable options given in enclosed General Terms and Condition** (GTC - BHEL/TBG/GTC/2016 Rev-1). PBG should valid till guarantee period with claim period of 3 months extra over and above guarantee period.
    Option-B of NIT shall be considered for PBG, if not specifically mentioned by bidder.

11. **Clause-12 (Delivery Period) of GTC- shall be read as below- Delivery requirement: Dec 2020.** However, vendor has to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE** to meet the tender delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

12. **Liquidated Damage (Clause no. 13 of GTC):** In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the TOTAL PO EX-WORKS VALUE & F & I CHARGES for supply per week of delay or part thereof subject to a maximum of 10% of the TOTAL PO EX-WORKS VALUE & F & I CHARGES shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. LR/GR date or Invoice date (whichever is later) shall be treated as the date of dispatch for levying LD as above. Other terms as per **General Terms and Condition** (GTC - BHEL/TBG/GTC/2016 Rev-1)..

13. **Clause no. 19 of GTC (ARBITRATION):** it will be read as:

(A) CONCILIATION (MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018)

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure-A to this GCC (Enclosed).**

The Annexure-A together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC."

(B) ARBITRATION (WITH SOLE ARBITRATOR)

1.1. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.

1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

(C) JURISDICTION AND GOVERNING LAWS

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

14. **Scope and Evaluation:** as per technical specification.

15. **Clause No. 34 of GTC (Integrity pact) –** Not applicable.

16. **Clause No. 39 of GTC Variation of Contract Value/Quantity Variation:** Quantity variation is applicable on total quantity, which may vary upto +20% to -20% as per specification.

17. Reg. vendor approval at BHEL, TBG- Supplier to visit https://supplier.bhel.in/. for online registration at TBG.

18. **Clause No. 33 for Reverse Auction: Not Applicable**

19. Technical Specification- As per Doc no. TB-411-510-103 Rev00.
20. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
21. **Make In India Declaration:** Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:

    1. http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
    2. http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

22. Vendor need to submit stamped and signed copy of self-declaration regarding make in INDA local content as refereed above. Please note that **Minimum local content required for availing Make in INDIA benefit is 65%.**

IMPORTANT INSTRUCTION: -

- Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017

- The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website (www.bhel.com) and Government's Central Public Procurement Portal (https://eprocure.gov.in/).
- You are requested to kindly note and refer above website for tender of BHEL.
- Bidder to mention their works address below from where material will be supplied to Site.

Works Address- ---

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER GTC Rev-1.

(Sign and seal of Bidder)