

SPECIAL TERMS & CONDITIONS**Enquiry no.****dated**

1. Tender Enquiry is being floated through e-procurement system, offer / bid has to be submitted through e-procurement system ONLY as per instruction given in the e-procurement portal (<https://bhel.abcpurchase.com/>).
2. For any technical clarification, please contact Mr. Gorav Viz, **Sr. Engineer(TBEM)**; Contact No. 0120-6748457; e-mail: gorav@bhel.in

for any commercial clarification, please contact Mr. **Raj Narayan Ram, Sr. Engineer (TBMM)**; Contact No.0120-6748532/9977142910; e-mail: raj.ram@bhel.in / **Mr. S K Swain, Sr. Manager(TBMM)**; Contact No. 0120-6748486; e-mail: skswain@bhel.in.

3. kindly note following in addition to reverse auction guideline.

A) In case where RA is conducted successfully

Reverse auction shall be conducted as per existing procedure of BHEL. Ranking of bids shall be based on final price fed by respective bidder (including H1 bidder) in reverse auction process. If L1 bid is from a 'Local Supplier', L-1 bidder may be considered for further award of work. No other Bidder shall be invited to match price of L-1 Bidder

If L1 bid is not from a 'Local Supplier', the lowest evaluated bidder among the 'Local Suppliers' based on the ranking of the price after RA, will be invited to match the L1 price provided 'Local Supplier's price is within the Margin of Purchase Preference i.e. +20% of L1

price. In case such local supplier agrees to match the price of L-1 Bidder, such local supplier may be considered for further award of work. In case such lowest eligible 'Local Supplier' fails to match the L1 price, the eligible 'Local Supplier' with the next higher bid within the Margin of Purchase Preference(i.e 20% of L-1 Price) as above shall be invited to match the L1 price, and so on, and may be considered for award of work accordingly. In case none of the 'Local Suppliers' within the Margin of Purchase Preference(i.e 20% of L-1 price) matches the L1 price, then the L1 bidder may be considered for award of work.

B) In case where RA is failed-

Price bid shall be opened as per reverse auction procedure of BHEL and based on the same make in India policy shall be implemented.

4. PRE-QUALIFICATION REQUIREMENT-
The qualifying requirement for GI Flat is – “The bidder should be Powergrid approved vendor for GI flat.”
5. Delivery schedule : As per activity schedule
6. 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 this 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 will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following
link:http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf
For Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content), it is proposed to kept the minimum local content as 100% in line with circular no. 11/05/2018-Coord applicable in respect of thermal power sector / Transmission / Hydro power plant for Earthing material. The margin for purchase preference shall be 20%.

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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.

10. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

11. Quantity variation : Overall Qty may vary from -20% to +20%.

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

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