

1. **Clause No. 1.3 of GTC:** The tender is invited through e-Procurement System only. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcpurchase.com>
Vendors participating through this tender will necessarily have to buy Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.
2. **Clause No. 1.7 of GTC:** For any **technical clarification**, please contact Mr. Neeraj Kumar, Sr. Manager(TBEM)/ Sanjeev Kumar Shrivastava, DGM; Contact No. 0120-6748538/8517; e-mail: neeraj.kumar@bhel.in, sanjeev.shrivastava@bhel.in.
3. **Clause No. 1.8 of GTC:** For any **commercial clarification**, please contact Mr. Baidyanath Yadav, Engineer (TBMM); Contact No.0120-6748481; e-mail: byadav@bhel.in / Mr. Anuj Kumar, AGM (TBMM); Contact No. 0120-6748467; e-mail: anujkumar@bhel.in.
4. **Project Status:** Domestic. GST as applicable.
5. **Clause No. 3.0 of GTC:** Payment terms as per Cl.3.1 of GTC.
6. **Clause No. 7 of GTC : PERFORMANCE BANK GUARANTEE: Option - B shall be considered.**
7. **Clause No. 12 of GTC:** Bidder shall submit best delivery plan as per activity schedule.
8. **Clause no. 13 of GTC: LIQUIDATED DAMAGE:** 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.
9. **Clause No. 19 of GTC: Arbitration as follows**

(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 its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.”

(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.

10. **Clause No. 33 of GTC:** Reverse Auction not applicable.

11. **Clause No. 34 of GTC:** Integrity Pact is not applicable.

12. **Clause No. 39 of GTC:** Variation of contract value/Quantity Variation shall be $\pm 10\%$.

13. **PRE-QUALIFICATION REQUIREMENT:**

Technical: As per attached Annexure – I.

The Bidder must ensure that they confirm the Pre-qualifying requirement.

BHEL Reserves the Right to reject any offer from Bidder in case of Non – Compliance to the Pre qualifying criteria.

14. **Permissible Technical Deviation:** No permissible technical deviation has been envisaged. Bidders to quote as per Technical Specification no. **TB-xxx-316-021**.

15. Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected. Following confirmation to be provided by vendor:

“We confirm that we have quoted as per specified price format provided along with this tender”.

16. **Offer of techno – commercially acceptable vendors shall be considered for Price Bid Opening / RA subjected to their approval from Customer.**

17. The link for Online Supplier Registration Portal is <https://supplier.bhel.in/>.

18. Endorsed LR is not required in GST regime.

19. **To promote Make in India as per govt. guideline following clause has been added:**

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. Bidders to refer the annexures & comply the same.

Vendor need to submit stamped and signed copy of self-declaration regarding MAKE IN INDIA as per prescribed format. Please note that minimum local content required for availing MAKE IN INDIA benefit is 50%.

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

It is mandatory for bidder to submit the enclosed format duly filled, signed and stamped by their authorized person.

20. IMPORTANT INSTRUCTIONS:

- 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)

Name:

Signature:

Stamp:

Stamp:

ANNEXURE-I

**TECHNICAL PRE QUALIFICATION REQUIREMENT OF SHIELD WIRE
FOR YADADRI PROJECT**

1. The bidder must be TSGENCO approved manufacturer of shield wire.
Or
A trader/ agent sourcing the material from TSGENCO approved sources-
An undertaking in this regard shall have to be submitted along with the offer.
2. The bidder should have supplied at least 1 KM of shield wire after 17.10.2012. Proof of supplies completed, like customer certificates/ PO copies/ CIPs/ Dispatch documents/ MRC etc. needs to be submitted along with the technical offer.

Handwritten signature

3125011