



JSC140/M2053

BHARAT HEAVY ELECTRICALS LTD.
(A GOVT. OF INDIA UNDERTAKING)
P.O BHEL Jhansi - 284120, INDIA
Tel.:0510-277001/2412260
Website : jhs.bhel.com

PURCHASE ENQUIRY

ENQ NO/DT: E18240009 22/11/24
REV NO/DT: 3 23/01/25

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M/s PRESS TENDER ENQUIRY-(OPEN TENDER),
P80550
DUMMY CODE GIVEN FOR PRESS TENDER
ENQUIRIES ONLY.
JHANSI
UTTAR PRADESH INDIA
TIN NO :

OUR ABOVE ENQUIRY OF PREVIOUS REV & DATE IS AMENDED WITH
FOLLOWING CHANGED / ADDED ITEMS.

Enq Due on:31-01-25 FRIDAY

Close at:13:15 Open at:14:00

Matcat:181004 RIP BUSHING

Validity:120 days from Technical bid opening date

IEM:

TOP:See Special Remarks

RA:RA not applicable

Est. Value:Item wise

Bid Type: TWO BID

Tot Item: 1

Delivery:FOR Jhansi

E-Proc: Yes

REQUIRED: TEST CERT/ GUARANTEE CERT

ITEM NO : 1
MATL CODE : TR171254P607
DESTINATION: JS

PSL QTY/UM: 15.00 NO
PC QTY /UM: 15.00 NO

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
420 KV,1600 AMP.300 MM CT (MIN) SPACE(OIL TO SF6) RIP BUSHING AS PER ATTACHED ANNEXURE-A AND IEC STANDARDS 60137 & 62271-211.	FEB-25	15.00

SPECIAL REMARKS:

Rev03 issued to retender the enquiry.

REV02 ISSUED TO FLOAT THE ENQUIRY THROUGH OFFLINE MODE.I.E. OUTSIDE GEM
/NIC. REMARKS ARE CHANGED ACCORDINGLY.

REV 01 NOT ISSUED.

1. GLOBAL TENDER ENQUIRY IS BEING FLOATED IN "TWO BID " SYSTEMS TO PRO
CURE THE ITEM MENTIONED IN THE DESCRIPTION. PLEASE SUBMIT YOUR OFFER IN
TWO SEPARATE ENVELOPES AS PER DETAILS GIVEN BELOW: -

- IN ENVELOPE "A"

SHOULD CONTAIN YOUR TECHNO - COMMERCIAL OFFER ALONGWITH BLANK PRICE BID
I.E. PRICE BID WITH RATES BLANK. PLEASE INDICATE CLEARLY ON THE COVERO
F ENVELOPE "TECHNO - COMMERCIAL OFFER" AND ENQUIRY NO. WITH ENQUIRY DUE
DATE. PLEASE ENSURE BLANK PRICE BID IS WITHOUT RATES OTHERWISE OFFER W
ILL BE BY-PASSED.

- IN ENVELOPE "B"

SHOULD CONTAIN PRICE BID ONLY AND INDICATE CLEARLY ON THE COVER OF ENVE
LOPE "PRICE BID" AND ENQUIRY NO.

- ENVELOPE A + B SHOULD BE SENT IN SEPERATE SEALED ENVELOPE ON WHICH EN
QUIRY NO. AND DUE DATE IS TO BE MENTIONED ON COVER.

2. PLEASE SEND THE TECHNICAL BID (PART A) & PRICE BID (PART-B) AS PER E
NCLOSED ANNEXURES ONLY. ANY DEVIATIONS SHALL BE CLEARLY MENTIONED IN TH
E TECHNICAL BID ITSELF. DEVIATION SHEETS CAN BE ATTACHED SEPARATELY.

3. PLEASE GO THROUGH SCHEDULE I TO VI OF NIT AND QUOTE ACCORDINGLY.

4. BIDDERS MAY NOTE THAT THESE BUSHING ARE TO BE PROCURED FROM CUSTOMER
APPROVED VENDORS ONLY (CUTOMER M/s THDC INDIA LIMITED). NAMES OF
TECHNO COMMERCIALY QUALIFIED BIDDERS WILL BE PROPOSED TO CUSTOMER FOR
APPROVAL AND BHEL WOULD OPEN THE PRICE BID AND PLACE PURCHASE ORDER ON
THE CUSTOMER APPROVED VENDORS ONLY.

5. NO PVC IS APPLICABLE. PLEASE QUOTE WITH FIRM RATES OTHERWISE OFFER
WILL BE BY-PASSED.

6. EVALUATION OF ENQUIRY SHALL BE ON ITEM WISE. ENQUIRY ITEM IS
UNDIVIDABLE I.E. FULL QUANTITY REQUIRED FROM ONE VENDOR ONLY.

7. INSPECTION MAY BE DONE BY BHEL/CUSTOMER/TPI AT SUPPLIER WORKS.

8. LOADING SHALL BE APPLICABLE FOR NON-ACCEPTANCE OF NIT TERMS AND
CONDITIONS.

9. NO TENDER FEES SHALL BE APPLICABLE.

10. GUARANTEE AND TEST CERTIFICATE IS REQUIRED IN TRIPLICATE
ALONGWITHEACH SUPPLY.



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11. THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS REV 03 OF ENQUIRY WHICH ARE UPLOADED AT https://www.bheljhs.co.in/index_en.php ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUCT THE PARTICIPATION BY THE BIDDER IN THE ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS & CONDITIONS OF ENQUIRY.
 12. TC & TYPE TEST REPORT TO BE SUBMITTED ALONG WITH THE OFFER WHICH SHOULD NOT BE OLDER THAN SEVEN YEARS.
 13. DRAWING WITH DETAILS SHALL BE SUBMITTED ALONG WITH OFFER. PLEASE SUBMIT IT DRAWINGS ALONG WITH TECHNO - COMMERCIAL OFFER.
 14. FOR LONG TERM STORAGE, PROVIDE ENCLOSURE ON BOTH SIDE (OIL END & SF 6 END) OF BUSHING.
 15. ALL THE TERMS AND CONDITIONS OF THE CONTRACT WITH RESPECT TO TAXES AND DUTIES ARE SUBJECT TO THE NEW TAXATION LAWS (E.G. GST). THE TERMS AND CONDITIONS WILL BE MODIFIED IN ACCORDANCE WITH THE PROVISIONS OF NEW LAWS E.G. GST.
 16. SUCCESSFUL VENDOR TO START MANUFACTURING ONLY AFTER DRAWING APPROVAL FROM BHEL.
 17. PREFERENCE TO MAKE IN INDIA CLAUSE" AS MENTIONED IN SERIAL NUMBER 23 OF GTC JHS2055 REV03 IS APPLICABLE.
 18. DELIVERY QUOTED IN ENQUIRY IS TENTATIVE ONLY. SUPPLIERS TO QUOTE THEIR OWN DELIVERY TIME. ACTUAL DELIVERY SHALL BE RECKONED FROM THE DATE OF PO/DRAWING APPROVAL (WHICHEVER IS LATER).
 19. BEFORE START OF MANUFACTURING, SUPPLIER HAS TO TAKE MANUFACTURING CLEARANCE FROM BHEL.
 20. FOREIGN SUPPLIERS HAVE TO MENTION THE CURRENCY IN THE TECHNO COMMERCIAL MANDATORY SHEET IN WHICH THEY HAVE QUOTED IN THE TENDER
 21. INTEGRITY PACT ARE TO BE SUBMITTED ALONG WITH BID PART-I DULY SIGNED WITH COMPANY SEAL.
 22. VENDOR MAY SUBMIT THEIR QAP FOR THESE BUSHING FOR REVIEW DURING BID.
 23. TENDER EVALUATION WILL BE IN INR ON TOTAL COST TO BHEL ON FOR BHEL JHANSI BASIS.
 24. ADDRESS TO: In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120.
- Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.
- It is preferred that offers are sent in sealed envelope. However, if the bidder chooses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in, wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other Email ID shall not be entertained. BHEL shall not take any responsibility if the offer is incomplete or if the Enquiry number is not mentioned in the subject of the E-mail. For more details regarding tender submission please refer Clause 2-B General terms of Enquiry (JHS 2055A rev 03)

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc, failing which you may not be considered for sending future enquiries.

ENCLOSERS:



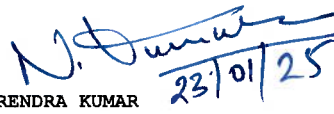
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FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD


NARENDRA KUMAR
MANAGER (MM-1)
Email:-narendra_kumar@bhel.in

***** END OF PURCHASE ENQUIRY*****

NOTE :

- * THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A Rev 03) WHICH ARE UPLOADED AT <https://jhs.bhel.com/apps/sip/index.php> AT (TERMS & CONDITION -> FOR ENQUIRY) LINK, ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUCT THE PARTICIPATION BY THE BIDDER IN ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS AND CONDITIONS OF ENQUIRY.
- * SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- * IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.
- * Reference Sl. No. 2(B) of General Terms and Conditions regarding option for offer submission through Email addressed to tenderbox.jhs@bhel.in, please note that the maximum mail size including attachments should not exceed 15 MB, otherwise the offer shall not be delivered due to size limitation and bidder sending mail attachments more than 15 MB will have no claim whatsoever on the subject tender. Also due to any technical snag, if offer has not reached tenderbox.jhs@bhel.in, it will be bidder's sole responsibility to ensure offer submission through alternate routes before the due date and time. BHEL will not entertain any such claim for non-receipt of offer on time.



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PURCHASE ENQUIRY E18240009

PROCUREMENT OF RIP BUSHING

TENDER DOCUMENTS

SL.	Description	Schedule	Page. No
1	Terms & Conditions of the Enquiry	Schedule-I	2-12
2	Pre-Qualifying Requirement (PQR)	Schedule-II	13-14
3	Techno Commercial Bid (Part - A)	Schedule-III	15-19
4	Price Bids (Part-B)	Schedule-IV	20
5	Integrity Pact	Schedule-V	21-26
6	Technical Spec	Schedule-VI	27-28

Signature of Supplier with seal and Date

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Bharat Heavy Electricals Limited

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MM Department, Sub post Office: BHEL Jhansi 284120
Tel: 5102412554, 9406903702, 9742267280
e-mail: hansa@bhel.in; narendra.kumar@bhel.in

(SCHEDULE- I)

Terms & Conditions for finalizing RIP BUSHING Enquiry No. E18240009

- General:** Tenders are invited in Two-Part Bid system for supply of RIP Bushing as per Specifications and terms & conditions mentioned in the Schedules -"I to VI". The supplies against this enquiry shall be subject to our General Terms and conditions of enquiry and PO (JHS2055A Rev.03 at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf). In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail. Make in India and other Guidelines issued by Govt of India/Ministry will be applicable to this Enquiry.
Your best quotation/offer for the requirement mentioned in "PURCHASE ENQUIRY", in line with our terms and conditions, should be submitted in paper mode only as mentioned in clause 3. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date. Detailed Tender documents can be downloaded from the following websites: - a) www.bhel.com b) <https://eprocure.gov.in/>
- The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: www.bhel.com. Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.
- Procedure for Bid submission:** - Bid submission consists of two parts

-Part-A Techno-Commercial bid

-Part-B Price Bid

PLEASE SUBMIT YOUR OFFER IN TWO SEPARATE ENVELOPE AS PER DETAILS GIVEN BELOW:-

- IN ENVELOPE "A"

SHOULD CONTAIN YOUR TECHNO - COMMERCIAL OFFER ALONGWITH BLANK PRICE BID I.E. PRICE BID WITH RATES BLANK. PLEASE INDICATE CLEARLY ON THE COVER OF ENVELOPE "TECHNO - COMMERCIAL OFFER" AND ENQUIRY NO. WITH ENQUIRY DUE DATE. PLEASE ENSURE BLANK PRICE BID IS WITHOUT RATES OTHERWISE WILL BE BY-PASSED.

- IN ENVELOPE "B"

SHOULD CONTAIN PRICE BID ONLY AND INDICATE CLEARLY ON THE COVER OF ENVELOPE "PRICE BID" AND ENQUIRY NO.

- ENVELOPE A + B SHOULD BE SENT IN SEPERATE SEALED ENVELOPE ON WHICH ENQUIRY NO. AND DUE DATE IS TO BE MENTIONED ON COVER.

(PLEASE SEND THE TECHNICAL BID (PART A) & PRICE BID (PART-B) AS PER ENCLOSED ANNEXURES ONLY.)

which should be addressed to **In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120**. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.

. It is preferred that offers are sent in sealed envelope. However, if the bidder choses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in, wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other Email ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject

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of the E-mail. For more details regarding tender submission please refer Clause 2-B General terms of Enquiry (JHS 2055A rev 03)

Both Part-A & Part-B of the offer shall be submitted

Part –A of the bid shall complete details of the product offered, acceptance to the specifications, all techno commercial terms and conditions of the Schedules I to VI.

In case it becomes necessary to deviate in any of the above, deviations must be clearly brought out in bid Part-A of the offer.

Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters.

Part-B: Bidder has to submit the Price Bid in the same format as attached with the tender only. Bid submission on any other format is not acceptable. Rate to **be quoted per Bushing on FOR BHEL, Jhansi/CIF/CFR basis as per price bid format.**

PI note that evaluation shall be done item wise on Total cost to BHEL (FOR BHEL, Jhansi) basis in INR (Indian Rupees).

4. **Bid Opening:** - The "Techno-commercial" part of the bid i.e. Bid Part-A of the offers shall be opened on the due date of tender opening. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. Bidders may note that these Bushings are to be procured from customer approved vendors only (Customer M/s THDC INDIA LIMITED). Names of techno commercially qualified Bidders will be proposed to customer for approval and BHEL would open the price bid part-B of customer approved vendor only. The date of 'Price bid -Part B' opening shall be intimated later on.

Pre-Qualification Criteria: Please refer attached Schedule-II Offers of only those Bidders who meet the Pre-qualification criteria will be accepted. Any deviation from these shall render offer submitted by bidder as rejected. In case of space constraint, Information asked in PQR (Schedule-II) shall be submitted as additional attachment with Sign and Seal.

Vendor to submit details of executed PO as per Sl. no. 3 of Schedule-II

Customer Name	Order no & Date	Qty. supplied in UOM	Tax Invoice No./Completion Certificate & Date.	Remarks, if any


 Signature of Supplier with seal and Date



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5. **Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) in INR considering all duties / taxes / Cess like GST as per prevailing structure on date of tender enquiry (bid Part-I). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening.
6. **Technical Parameters and Tendered Quantity:** - RIP Bushing shall conform to the purchase specifications. BHEL QA plan and / or customer approved QA plan to be followed strictly. At the time of supply, TC/GC/CC and other Documents as per Schedule of the PO must accompany each lot.

ENQ ITEM NO	ITEM DESCRIPTION	QTY (Nos)
1	420 KV,1600 AMP.300 MM CT (MIN) SPACE (OIL TO SF6) RIP BUSHING AS PER ATTACHED ANNEXURE-A AND IEC STANDARDS 60137 & 62271-211 Note: For long term storage, provide enclosure on both side (OIL END and SF6 END) of bushing	15

Enquiry item 1 (Quantity:15 Nos) are undividable and required from one supplier only.

7. **Pricing Terms:** - Material will be supplied on finished basis and rate so quoted shall be firm during validity of contract.
8. **Terms of delivery:** - Vendor has to quote on F.O.R BHEL, Jhansi basis (Indigenous Vendor) or CIF/CFR (Foreign Vendors) basis. Bidders may note that delivery beyond committed schedule will attract penalty for delay.

In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period. Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account. In case of CIF delivery, Load port charges (THC, DO etc.) shall be added as per BHEL CHA contract for arriving L1 status.

To have an equitable comparison amongst the vendors in the tender, freight & Insurance charges from dispatch city to BHEL, Jhansi shall be loaded on quoted prices.

9. **Inspection/Quality Checks and Quality Records:** - Pre-dispatch /source inspection/ Third Party Inspection may be carried out at vendor works as per practice in vogue or Customer requirement. However, vendor shall maintain all records of input materials and finished Bushings thereby establishing traceability. BHEL may conduct quality audit at supplier works for ensuring implementation of Quality system. Vendor shall carry out all the Electrical & Mechanical tests as called for in the specifications and submit Test certificates for each lot of dispatch.
10. All costs related to inspections and re-inspections shall be borne by the Seller. Seller shall be responsible to provide assistance such as labor, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.

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11. a) **Indian Supplier** has to provide 15 Days advance intimation for inspector deputation on vendor works. Further dispatch clearance will be given within 4 days of submission of report to BHEL/CUSTOMER. Vendor to take care of other elements of inspection such as Inspection duration, Inspection report submission, arrangement of Packing, transportation duration from Supplier works to BHEL Jhansi etc. to meet delivery dates of PO.
b) **Foreign Supplier** has to provide 45 Days advance intimation for inspector deputation on vendor works. Further dispatch clearance will be given within 7 days of submission of report to BHEL/CUSTOMER. Vendor to take care of other elements of inspection such as Inspection duration, Inspection report submission, arrangement of Packing, transportation duration from Supplier works to BHEL Jhansi etc. to meet delivery dates of PO.
12. **Replacement of rejected Goods:** - Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interalia cost elements such as total transportation, insurance and other taxes / levies etc. as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.
13. **Guarantee:** - RIP Bushing under this tender shall be free from any kind of manufacturing defects and the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is Earlier.
14. **Validity of Offer:** - Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.
15. **Levy of Penalty for delayed performance:** - Penalty shall be @0.5 % per week or part there of subject to maximum of 10 % of the undelivered portion shall be applicable for delayed supplies. LD recovery, the applicable GST shall also be recoverable from sellers.
16. In case of non-acceptance of LD Clause, the suitable loading up to 10% maximum shall be done on supplier's quoted rate to derive the L-1 Status.
17. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions of enquiry' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions rev 03 of enquiry, if any, for this enquiry shall only prevail.
18. **Breach of Contract, Remedies and Termination:**
 - 18.1 The following shall amount to breach of contract:
 - a) Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
 - b) The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
 - c) The Supplier/Vendor delivers equipment/ material not of the contracted quality.

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- d) The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- e) Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- f) Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- g) Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- h) Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- i) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- j) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

18.2 Remedies in case of Breach of Contract.

- i) Wherein the period as stipulated in the notice issued under clause 18.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

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- iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
 - c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- vii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

19. Clause number 25 of GTC (JHS-2055A Rev-03) shall be rephrased as under:

Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Contractor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to for resolution by the Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30

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Bharat Heavy Electricals Limited

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e-mail: hansa@bhel.in; narendra.kumar@bhel.in

days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through Conciliation as per Clause 19.1

19.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 to GCC- "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

19.2 ARBITRATION:

- (a) Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 19.1 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. "IIAC" (India International Arbitration Centre), New Delhi and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- (b) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- (c) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions "IIAC" (India International Arbitration Centre) (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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- (d) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- (e) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.
- (f) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- (g) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- (h) It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- (i) In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- (j) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

20. Clause 7 (Force Majeure) of GTC (JHS-2055A Rev-03) shall be rephrased as under:

"Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to

- i) Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to climate data available or published in the country for the geographical location of the site.
- ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iv) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.

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- vi) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vii) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

20.1.1 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

20.1.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

20.1.3 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- i) Constitute a default or breach of the Contract.
- ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Contractor cannot consider deemed short-closure after 1 year of imposition of Force Majeure. Notwithstanding GTC (JHS-2055A Rev-03), Force Majeure shall not apply to any obligation of the BHEL to make payments to the Contractor herein.

21. Changes in law and regulations:

21.1 "Change in Law" shall mean any of the following events which occurs in India after seven (7) days prior to the Price Agreement Date:

- a) the enactment of any new law;
- b) the modification, repeal or re-enactment (other than a re-enactment which merely consolidates or codifies existing Applicable Laws) of any existing Applicable Laws;
- c) the commencement of any Applicable Laws which had not yet been effective except to the extent such law was enacted prior to the said date with a commencement after the said date and such law takes effect on that commencement date without material amendment;
- d) a change in the code/standard/statute or interpretation or application of any law or order by judicial or other authority (including a court, tribunal or any other Governmental Authorities) having the authority to interpret or apply that law or any interpretation of any law by such authority which is contrary to the existing generally accepted interpretation thereof; or

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e) a loss of any Applicable Permit (or an amendment to an Applicable Permit) to the extent that such Change in Law has a material adverse effect on the Contract Price by an amount exceeding the value as may be mutually agreed by the Parties, or on the Time for Delivery, provided that such event has not been caused due to the default or negligence of the Supplier.

21.2 The Supplier shall, on or following the occurrence of a Change in Law, give notice of such Change in Law to the Project Manager in accordance with the provisions of this Clause as soon as may be reasonably practicable after becoming aware of the same. The notice served pursuant to this Clause shall provide, inter alia, details of the Change in Law and the effect thereof on the Supplier. If the Project Manager accepts that the occurrence of such event is under the provisions of the Change in Law, then the Contract Price shall be correspondingly increased or decreased, and/or the Time for Delivery shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

21.3 If the rate of Taxes applicable on the Plant and Equipment undergoes any revision until achievement of the Time for Delivery, the same shall be allowed as a Change in Law and shall be reimbursed by the Employer. If any such variation in Taxes takes place after the Time for Delivery, the same shall not be allowed by the Employer. For the avoidance of doubt, it is clarified that occurrence of any revision with respect to the Supplier Taxes shall not be allowed as a Change in Law and shall solely be to the account to the Supplier.

21.4 If due to enactment of such Change in Law, the Supplier is entitled for any additional amount, the same shall be paid against a claim supported by documentary evidence by the Supplier substantiating the Supplier's claim, including priced invoices and such other document(s) as may be required by the Employer in this respect, to establish to the Employer's satisfaction that the Supplier has been adversely affected by such Change in Law event.

21.5 If due to enactment of such Change in Law, the Employer is entitled to recover any amount, the same shall be claimed from the Supplier as per the term of the Contract.

22. Clause 26 of GTC (JHS-2055A Rev-03), shall be rephrased as under:

The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause (Related to Arbitration clause) of this contract, the Civil Court having original Civil Jurisdiction at Jhansi, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

23. Liquidated Damage / Penalty - Failure to supply by the time specified in the order will make the supplier liable to pay unconditional penalty of 1/2% of the price of the goods in arrear (delayed and not supplied) per week or part thereof, subject to a maximum of 10% of the undelivered portion.

24. Purchase from customer approved vendors: - Bidders may note that these BUSHING are to be procured from customer approved vendors only. Names of techno commercially qualified bidders will be proposed to customer for approval and BHEL would open the price Bid and place purchase order on the customer approved vendors only. Clause no 23 (Purchase Preference to Make in India) as mentioned in GTC JHS2055 Rev03 will prevail for distribution. Local supplier will be preferred in Enquiry distribution accordingly.

25. Taxes & Duties: - GST as applicable within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit). Custom Duty will be applicable on foreign Imports.



26. For this procurement, the local content to categorize a supplier as a Class-I local Supplier/Class-II local Supplier/Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders, issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. MII purchase preference is applicable.

27. **ORDER OF PRECEDENCE :** The Purchase Order along with its Annexures the NIT, its amendments /corrigendum's shall all together constitute the entire contract between the Parties and shall be complementary to one another. In case of any contradiction, the order of precedence shall be as below:

- Purchase Order along with its Annexures
- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- NIT

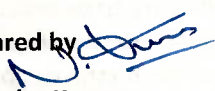
28. Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The "Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website <http://www.bhel.com/vender registration/vender.php>

29. **Integrity Pact: -**

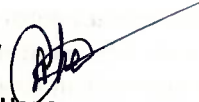
As per Government of India's guidelines this contract will be covered under Integrity pact. Performa for Integrity pact is enclosed with this enquiry. Integrity pact document, as per this format, is to be prepared and signed by vendors and is to be submitted along with Techno-commercial bid (Part-1) duly signed and sealed. Offers received without signed pact shall be rejected, price bid of such vendors will not be opened. Independent external monitor (IEM) For monitoring of enquiry procedure, under Integrity pact an Independent External monitor (IEM) is appointed by BHEL.

The IEM appointed for this contract is:

SL.NO	IEM	EMAIL
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

Prepared by 
Narendra Kumar

Mgr (MM-1)

Checked By 
Alok Kumar Hans

DGM(MM-1)

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Sl. No.	REQUIREMENT	Bidder's Response																									
3	Minimum Quantum- For qualifying, bidder should have supplied minimum 10% (For Non-MSEs) or 7% (For MSEs) of NIT quantity of the item(s) for which they have quoted. Vendor to submit details of executed PO. <table border="1"> <thead> <tr> <th>Customer Name</th> <th>Order No. & Date</th> <th>Qty. supplied in UoM</th> <th>Tax Invoice / Completion Certificate & Date</th> <th>Remark, if any</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Customer Name	Order No. & Date	Qty. supplied in UoM	Tax Invoice / Completion Certificate & Date	Remark, if any																					
Customer Name	Order No. & Date	Qty. supplied in UoM	Tax Invoice / Completion Certificate & Date	Remark, if any																							
4	It is better / desired that New vendors who are not registered with BHEL, Jhansi should submit duly filled "Supplier Registration Form (SRF)" along with the requested documents. The SRF is available on line on our website www.bhel.com. However the same is not mandatory.	☐ Document Submitted																									

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.
- Criteria at Sl. No. 4 is desirable. Other are mandatory.
- Supporting documents for the details filled above have been submitted.

(Signature of the Supplier with Name, Designation & Seal)



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(SCHEDULE-III)

Acceptance to salient Terms & Conditions of the Enquiry I.e. Techno Commercial Bid

Important: This format is to be submitted along with Part-A of bid, duly signed by the bidders, as proof of acceptance.

Sl.No	DESCRIPTION	TO BE FILLED BY THE VENDOR
A-	Name of the Supplier with Telephone No./Fax No./Email	
B-	Name and Designation of Contact person	
C-	Address of the works at which inspection/delivery is offered.	

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance to Technical terms & conditions including Technical/Purchase Specs as mentioned in ENQUIRY Schedule-I to VI	☐ Accepted
2-	Participation by the Bidders in the tender shall be construed as acceptance of the bidder to the General Terms and Conditions JHS2055A-Rev-03 uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf We confirm that we have read the GTC with applicable revision, and accepts the same.	☐ Accepted
3-	Please mention the applicable HSN Code / Customs Tariff Head in India for RIP Bushing.	-----
4-	Conformance / Test Certificate/Guarantee Certificate (along with supply) as specified in enquiry will be provided.	☐ Yes
5-	Delivery period on CFR/CIF, /FOR basis from date of PO issue/Drawing approval, whichever is later.	Days.

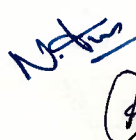
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Signature

Seal

6-	Taxes and Duties (For indigenous bidders only): -Extra as applicable. a). CGST (Mention N.A if not applicable) b). SGST (Mention N.A if not applicable) c). IGST (Mention N.A if not applicable)	☐ Accepted a).....% b).....% c).....%
7-	Taxes and Duties (For Foreign bidders only): -All taxes and duties in their country will be borne by them only and in India same shall be to BHEL account. Refer GTC (JHS2055A-Rev-03) for more detail and same shall prevail.	☐ Accepted
8-	Price Bid submitted as per attached price bid format only (Copy of blank price Bid is submitted).	☐ Accepted
9-	Acceptance for prices on firm basis and no PVC is applicable.	☐ Accepted
10-	For Foreign Bidder: a) Country of Origin: b) Name of load port / port of dispatch: c) Applicable Customs Duty in India for import of RIP Bushing (for applicable HSN Code / Customs Tariff Head) from your quoted country of origin:	 -----
11-	a). Terms of delivery on F.O.R BHEL Jhansi basis (for indigenous bidders). b). Terms of delivery on CIF, basis. (For Foreign bidders) (Pl mention name of Load Port)	☐ Accepted ☐ Accepted
12-	Validity - Quoted prices are valid for 120 days from date of tender opening.	☐ Accepted
13-	Payment Terms (For indigenous bidders) - 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents. In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded	☐ Accepted ☐ Accepted

 Signature of Supplier with seal and Date

	@ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	
14-	Terms of payment (For Foreign Bidders): - Our Standard Payment terms is: (i) 100% Payment through CAD or (ii) 100% payment will be considered by irrevocable and unconfirmed Usance LC with 120 days' interest free credit, to be reckoned from the date of Bill of Lading Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	(i) ☐ Accepted (ii) ☐ Accepted
15-	No Advance payment terms will be accepted.	☐ Accepted
16-	Liquidated Damage / Penalty - Failure to supply by the time specified in the order will make the supplier liable to pay unconditional penalty of 1/2% of the price of the goods in arrear (delayed and not supplied) per week or part thereof, subject to a maximum of 10% of the undelivered portion.	☐ Accepted
17-	Vendor may submit their applicable QAP (Quality plan) for review during bid	Submitted / Not submitted
18-	Guarantee: In Case an order is placed, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is earlier. and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.	☐ Accepted
19-	Please furnish shipping Dimension & Weight of consignment in your offer. (For Foreign Suppliers)	No. of package ----- Dimension of each package 1- Length ----- 2- Width ----- 3- Height ----- 4- Weight -----
20-	"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."	☐ Accepted
21a	Indian Supplier has to provide 15 Days advance intimation for inspector deputation on vendor works. Further dispatch clearance will be given within 4 days of submission of report	



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	to BHEL/CUSTOMER. Vendor to take care of other elements of inspection such as Inspection duration, Inspection report submission, arrangement of Packing, transportation duration from Supplier works to BHEL Jhansi etc. to meet delivery dates of PO.	☐ Accepted
21b	Foreign Supplier has to provide 45 Days advance intimation for inspector deputation on vendor works. Further dispatch clearance will be given within 7 days of submission of report to BHEL/CUSTOMER. Vendor to take care of other elements of inspection such as Inspection duration, Inspection report submission, arrangement of Packing, transportation duration from Supplier works to BHEL Jhansi etc. to meet delivery dates of PO.	☐ Accepted
22.	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; Or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; Or c) they have the same legal representative/agent for purposes of this bid; Or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, Or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid;	

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Or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, Or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, Or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.	
---	--

Notes: -

- 1) If rates are disclosed in covering letter or through any other format along with techno-commercial bid (Part-I), offer may not be considered.
- 2) **Evaluation of bid** will be done on landed cost to BHEL basis. Offers will be loaded for the deviation(s), if any, suitably. Hence, please quote accordingly.
- 3) In case of non-acceptance of BHEL L.D. clause, the suitable loading up to 10% maximum shall be done on supplier's quoted rate to derive the L-1 Status.
- 4) In case of CIF/CFR, Mumbai incoterm, freight and insurance shall be added up to BHEL, Jhansi for arriving at L1/L2 status.

Signature of Supplier & seal :

Date :

Name of contact person :

Cell No. :

Signature of Supplier with seal and Date

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(SCHEDULE-IV) (PRICE BID). Part-B

(to be submitted in separate envelope, and indicate clearly on the cover of envelope "price bid" and enquiry no.)

PRICE BID, FOR ENQUIRY NO. E18240009

Supplier Name & Address:

.....
.....

We are quoting our rates as under:

Currency of Quotation (Applicable for Foreign Bidders only):

Enquiry Item no.	Quoted rate in figure excluding taxes (per number basis in INR/Foreign Currency)	Quoted Rate in words excluding taxes (per number basis in INR/Foreign Currency)
Enquiry #1		

Note: 1. By default, Indigenous bidders' quotation will be in Indian Rupees (INR) and Foreign bidders' will be in currency quoted as above by them.

2. The Price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight away REJECTED even if, offer has been found technically & commercially acceptable before opening of price bid.

Signature of Supplier :

Name :

Designation :

Seal :

Signature of Supplier with seal and Date

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Bharat Heavy Electricals Limited

)A Govt of India Undertaking(
MM Department, Sub post Office: BHEL Jhansi 284120
Tel: 5102412554, 9406903702, 9742267280
e-mail: hansa@bhel.in; narendra.kumar@bhel.in

(SCHEDULE-V)

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 _____ E18240009 _____

_____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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)

Signature of Supplier with seal and Date

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2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor(s) transgression through a violation of Section

Signature of Supplier with seal and Date

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2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of
(Office Seal)

30/10/24
 (नरेंद्र कुमार)
 प्रबंधक (प्र. प्र. प्र.)
 Manager (P.P.P.)
 श्री एच. ई. सी. जंशी
 BHEL JHANSI

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place BHEL JHANSI

Date 30/10/24

Witness:

(Name & Address)

[Signature]
 BHEL, Jhansi

Witness:

(Name & Address)

Bharat Heavy Electricals Limited

(A Govt of India Undertaking)

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e-mail: hansa@bhel.in; narendra.kumar@bhel.in

Clause on IP in the tender

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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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's officials whose contact details are provided below:

Details of contact person(s):

(1)
Name: Narendra Kumar
Deptt: TRE - MM
Address: MM-1, BHEL JHANSI
Phone: (Landline/ Mobile) 2554
Email: narendra.kumar@bhel.in
Fax: _____

(2)
Name: ALOK KUMAR HANS
Deptt: TRE - MM
Address: MM-1, BHEL JHANSI
Phone: (Landline/ Mobile) 2488
Email: hansa@bhel.in
Fax: _____

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(SCHEDULE-VI)(SPEC),Annexure-A

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI **TRANSFORMER ENGINEERING DEPARTMENT** **ANNEXURE-A**

FORM NO. TRE-2003A

Sht 1 of 2 sheets

ANNEXURE TO INDENT-CUM-ENQUIRY - 1406240579

DTD:-29.08.2024

DESCRIPTION OF EQUIPMENT : 420kV, 1600A, OIL TO SF6 RIP BUSHING FOR
13NO. 46 MVA, 420/13.8 KV 1-PH AUTO TRFR

WORK ORDER NO. : 71254P19900

CUSTOMER : WS THDC

SPECIFICATION OF BUSHING

1. INTRODUCTION:
 - a. The bushings shall be Epoxy Resin Impregnated paper condenser graded type. The oil side & SF6 side shall be suitable to cater for oil expansion and facilities for controlling the pressure in the bushing. The gas side of the bushing shall be sealed by suitable "O-ring". The measures to be provided to prevent the flow of SF6 gas into the transformer oil and vice versa shall be listed in the offer.
 - b. The bushings shall be fitted with self earthing type measuring tap for checking the power-factor and capacitance with the flange grounded.
 - c. The bushing shall be fitted with corona rings/stress shields on SF6 & oil sides for the control of electric fields.
 - d. Bushing shall be provided with four lifting eyes at the flange, facing to SF6 side.
 - e. The testing of the bushing on 420 kV side shall be done at the bushing manufacturer's works by putting the SF6 chamber on one side and oil chamber on the other side so as to have actual representation of the site condition.
 - f. The oil pressure shall be monitored with provision of pressure indication & alarms for both excessive pressure rise and drop.
- 2.0 TECHNICAL PARTICULARS OF OIL TO SF6 BUSHING
 - a) Type of Bushing : Epoxy Resin Impregnated paper condenser Type Oil – SF6 Bushing
 - b) Normal Voltage : 420 kV
 - c) Nominal Voltage to ground : 242.49 kV
 - d) Rated Current : 1600 A
 - e) Rated Short time current : 50 kA for 3 sec.

REV	DATE	ALT CKD	REV	DATE	ALT- CKD-	REV 00	NAME	SIGN	DATE
						PREP	A SINGH		29.08.24
						CKD	G LALWANI		29.08.24
DWI/TCB/TRE/010									

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
TRANSFORMER ENGINEERING DEPARTMENT

FORM NO. TRE-2003A

Sht 2 OF 2 Sheets

- f) Lightning Impulse withstand voltage Full /chopped wave : 1425 kVp
g) Switching impulse with stand voltage : 1050 kV peak
h) One min. Dry (Power frequency) withstand : 630 kV rms
i) Rated frequency : 50 Hz
j) Partial Discharge level at 365 kV rms : 10 pC max.
k) Test tapping voltage withstand : 2 kV rms
l) Oil tightness test at 20°C for 24 hours at : 1.4 barg
m) Bushing to comply with : IEC 60137
n) Space for CT on oil side : 300 mm (MIN.)
o) Maximum angle of mounting from vertical : 90 ° max.
p) Cantilever withstand load : 4000 N
q) Maximum loading by gas insulated switchgear equipments at bushing flange:
1. Bending moment : 40kNm
2. Shearing Force : 20kN
3. Tensile or Compressive : 10kN
r) The Bushing dimensions shall comply to IEC Standards 62271-211.
s) The Bushing shall be provided with enclosure for long storage period on both side of Bushing (Oil End & SF6 End).

3. INSPECTION & TESTING

- a. All applicable routine tests shall be done as per IEC standards.
b. Type test certificates of Identical bushing shall also be furnished. Type test certificate shall be within 7 years. In case, supplier has not conducted Type test on identical bushing, same shall be conducted by them without affecting price and delivery schedule.

4. DRAWINGS & DOCUMENTS

- a) 2 copies of drawing, erection, commissioning, operation and maintenance manual shall be submitted alongwith bid.
b) 3 copies of test reports, Erection, commissioning , operation and maintenance manual shall be furnished by successful bidder.

REV	DATE	ALT CKD	REV-	DATE	ALT-CKD-	REV 00	NAME	SIGN	DATE
						PREP	A SINGH		29.08.24
						CKD	G LALWANI		29.08.24
DWI/TCB/TRE/010									

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 1 of 12

SN	Description
1	General:
A	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
B	Special / supplementary enquiry conditions& Mandatory Sheet requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated.. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part –II bids, as the case may be. <u>Part – I bid</u> In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) technical offer, (ii) Mandatory Sheet, (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT),and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover <u>Part –II Bid wherever Reverse Auction is not called for</u> Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover items should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover <u>Part –II Bid wherever Reverse Auction is called for</u> Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. Wherever, BHEL informs that it proposes to conduct Reverse Auction for many items in the tender and where evaluation of the tender is on individual item basis, separate Part – II bids are to be submitted for each of the item. The Price bid Cover for each of the items should have Enquiry No., Part II Bid, Item no of Enquiry, and Bidder's name indicated on the Cover The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date. In case, the bids are not submitted in the manner stated above, the offer of the bidder(s) are liable to be rejected. It is preferred that offers are sent in sealed envelope. However, if the bidder choses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects.. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in, wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other E mail ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.
C	Wherever BHEL proposes to issue tender through e –procurement, the same philosophy as mentioned in 2B above is ensured through suitable system locks.
D	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered

GENERAL TERMS AND CONDITIONS OF ENQUIRY

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	BHEL reserves the right to go for Reverse Auction (RA) (as per Guidelines 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).
E	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 processed 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)
F	The goods offered shall conform to BHEL specifications / drawings and / or Indian / International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
G	Offers shall be submitted directly by vendor or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
H	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
I	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>30 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
J	- Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. - Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. - In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	The bidders will submit Integrity Pact, duly signed by its authorized signatory, if called for in the enquiry.
L	Wherever the enquiry is issued to unregistered vendor referred by BHEL Customer, the bidder shall submit the Supplier Registration Form (SRF) online at www.bhel.com and submit the signed copy of the duly filled-in SRF along with the bid. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid and if allotted permanent code before the date of price bid opening.
M	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
N	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No, Item no. and the consignee details.
O	Goods shall be consigned to Manager , Stores (CRX), BHEL, Jhansi - 284120, India, unless otherwise specified in the PO.
P	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vendor_registration/vendor.php

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Q	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bheljhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
R	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
S	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
T	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.
U	Due to large qty. requirement, we may finalize the tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to the capacity quoted by the bidder. Indicate your committed capacity for the item(s) tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of the Purchase Order / Contract. Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) responses. The manner and proportion of distribution shall be mentioned in the specific enquiry. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder. While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off. For eg : If an allocation of 40% quantity results in 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units The distribution shall be based on the acceptance given by bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder (s). Wherever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder While the above pattern shall also be followed in long term framework agreements (FA), performance of the suppliers shall be monitored periodically, and the loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. In view of these factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against the defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of the defaulting supplier(s) may be re-distributed amongst other performing and willing vendors of the FA..
V	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u>
3	Vendor's particulars & logistics information
	Bidder to provide contact details and all logistical information as called for in the Mandatory Sheet enclosed to this enquiry
4	Delivery Schedule & Completion date
A	• Instead of writing specific date against delivery offered, Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.

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B.	In case of foreign supplies, bidders are to quote for CIF/CFR delivery terms .For CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.
C.	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
D	In case of unreasonable delivery quoted by the bidders, BHEL reserves the right to reject such offers.
5	Transit Insurance
	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
6	Delivery Terms
A	Indigenous Purchase
	Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry. In case the bidder quotes on Ex-Works, the offer of such bidder(s) is/are liable to be rejected. Wherever the PO terms mentions delivery terms as FOR Destination basis, and In the event of supplier having supplied the material by BHEL Truck / Vehicles as per BHEL transportation rate contract, thus causing BHEL to bear the freight charges, the corresponding amount ,incurred / estimated, shall be deducted from the bills of the Supplier.
B	Foreign Purchase – Imports
	1. Goods shall be dispatched by sea on CIF/CFR basis, unless stated otherwise in the enquiry or purchase order. The destination shall at Navsheva, Mumbai for LCL/Breakbulk Cargo and ICD, Mandideep, Madhya Pradesh for FCL Cargo 2. If air freight is called for in the enquiry, the goods shall be delivered on FCA basis to the named Airport 3. Please visit BHEL Jhansi web site www.bheljhs.co.infor details of named Airports. . Name of the airport so chosen by the Seller shall be indicated by the Bidder in his offer. 4. Goods shall be handled for air freight by BHEL's freight forwarder only, under FCA contracts and HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.
C	• In the event of bidder offering CFR or CIF delivery terms for delivery in FCL(Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. • <u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</u> •
7	Force Majeure
	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account.

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	Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
8	LD / Penalty for delayed performance.
A	I. Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. II. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the undelivered portion . III. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value inclusive of E&C charges. (15%) IV. Wherever Erection & Commissioning (E& C) is called for, the vendor is provided a stipulated period from date of site readiness. LD shall be applicable for any delay beyond the stipulated period mentioned in the PO. V. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value. VI. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value) For the sake of clarity – Total order value means purchase order value (exclusive of taxes), Undelivered portion means , the delayed portion for the given lot. In case a supply is rejected and the same is replaced at a later date, the date of replacement of accepted supply shall be reckoned for calculation of LD
B	In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
C	In case of Ex works Delivery terms for Indigenous supplies, the date LR shall be reckoned for LD deduction. In case of FOR Delivery terms, the date of entry in BHEL Jhansi (CISF date) shall be reckoned for LD deduction. In case of FCA Delivery terms / Ex Works Delivery terms of Foreign supplies , the date Invoice / Packing List / Test Certificate, whichever date is later, shall be reckoned for LD deduction. In case of FOB / CIF / CFR / CIP Delivery terms, the date of Bill of Lading , shall be reckoned for LD deduction.
	Risk Purchase.
C	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material(of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL . Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the “ Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php
9	Indian Agents and Agency commission
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement. The agency agreement should specify the precise relationship between the foreign OEM / foreign Principal and their Indian Agent. Any payment which the Indian agent receives in India or abroad from the OEM, whether as commission or as a general retainer fee, should be brought on record in the agency agreement.
B	The CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT selling rate prevailing on the date of (a_ technical bid opening, or (b) price bid opening, or (c) date of invoice, shall be considered for computation of Agency commission.
C	Be it a case of a Foreign / Indigenous Principal or OEM, in a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case both submit a bid in the tender, then the bid of OEM only shall be opened

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D	Be it a case of a Foreign / Indigenous Principal or OEM, If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.										
10	Documentation:										
A	Indigenous Purchase										
	Immediately on despatch of Goods, the following documents shall be necessarily sent by the Seller to the respective address(es) mentioned below										
	<table border="1"> <tr> <td style="width: 5%;">(a).</td><td style="width: 40%;"> Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230 </td><td style="width: 55%;"> Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable </td></tr> <tr> <td>(b)</td><td> Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120 </td><td> Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO </td></tr> <tr> <td>(c)</td><td> Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120 </td><td> Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR </td></tr> </table>	(a).	Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230	Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable	(b)	Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO	(c)	Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR	
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	In case any other documents are required, the distribution of such documents will be specified in the Purchase order.										
	Further, if specified in the Purchase order, all the details and copies of documents have to be uploaded by Supplier on BHEL portal before despatch of Goods										
B	Foreign Purchase – Imports										
	Seller shall send 1 set of following documents, in English, within 7 days of BL date by courier to the Purchaser 1. Original Clean on board Bill of lading. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, net weight, CBM (cubic metre) volume, No. of packages with Dimensions of each package. 3. Original certificate of Country of Origin issued by Chamber of Commerce 4. One set of Original test certificates and O&M manual where called for. 5. Fumigation certificate wherever cargo is packed in wooden packing or packing of Plant origin material is used. In case the Seller decides to negotiate all 3 originals of BL through negotiating Bank, non-negotiable documents (NND) consisting of copy of BL / HAWB & all originals at sl.no. 10-B2 to B5 will be couriered to Purchaser. Soft Copy of documents at sl. 10-B1 to B5 will also be sent by e-mail to the Purchaser at the e-mail address given in the PO. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing negotiable documents, will be recovered from the Seller.										
C	In case of incomplete documentation, the communication shall be provided to supplier. The delays in submission of documentation by the supplier shall be reckoned while releasing payments to the Supplier										
11	Pricing Terms										
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.										

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12	Price Validity :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date. The prices quoted for spare parts of the main equipment shall be kept valid for a period of 180 days from the date of placement of PO for the main equipment.
13	Taxes & Duties - Indigenous Purchase
A	The Taxes and duties as applicable shall be payable extra which may include GST against Gate pass- The Seller shall clearly indicate extent of taxes as applicable in his techno commercial bid. In the event of vendor failing to furnish valid GST invoices with appropriate HSN Code , amount corresponding to GST will be disallowed by BHEL while making payments. Bidders to ensure applicability of IGST / CGST/SGST based on the Inter / Intrastate movement of goods. GST Registration Number (GSTIN) should be clearly mentioned on the vendor's quotation. Please quote our IGST registration number 09AAACB4146P2ZC in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL- Jhansi due to any default of supplier under GST such implication shall be to supplier's account. GST shall be levied on LD and the relevant tax invoice shall be provided to vendors for availing credit. In case of directly despatchable items to Customer's Site, Supplier to bill to BHEL Jhansi at its GST Account number 09AAACB4146P2ZC and ship to the respective Customer Since, input credit of GST will be available to BHEL-Jhansi only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Jhansi on matching of vendor inputs at GST portal and after ensuring availability of input credit to BHEL-Jhansi. Payment of tax shall be done only after availing matching ITC, in all cases where bills are submitted directly to BHEL-Jhansi or through bank or under LC or through any other mode. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon. In case of any changes in statutory laws w.r.t. taxes and duties, the same shall be applicable at the given point of time.
B	<i>Wherever GST is not applicable, the tax and duty structure , as applicable, is to be complied by the seller.</i>
14	Taxes & Duties - Foreign Purchase – Imports
A	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted FCA / CFR/CIF price.
15	Payment Terms-
A	Indigenous: 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents.. Payments to vendors who are seeking benefits under MSME act shall not be entertained if the Udyog Aadhar Memorandum (UAM) submitted by them is not valid on the date of Purchase Order and date of supply (SRV Date of BHEL) . It is hence in the interest of the vendor that they validate the status of UAM regularly with BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate(as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.

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	All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications sought , the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of submission of clear and admissible bill.						
B	Foreign: 100% against irrevocable, unconfirmed LC, payable within 120 days of the bill of lading (BL) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate (as on date of Part I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise. Payment terms of CAD payable on 120 th day of BL / HAWB date shall be preferred.						
C	While there could be exceptional situations wherein the payment may be delayed beyond the stipulated time mentioned above, it is clarified that BHEL shall not pay any interest on such delays						
D	In case of any disagreement between BHEL and the Supplier on any part of the bill, such part shall be severed from the rest and payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration, etc						
16	Inspection of Goods						
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.						
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.						
C	All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.						
D	<u>Undertaking to be provided by Suppliers before despatch</u> : The suppliers , before despatching the jobs, shall provide an undertaking on their letterhead, that the jobs have been made as per BHEL Specification / Drawings, that the test results meet the specified parameters of the drawing / specification, that the supplies have been inspected as per Quality Plan (if called for in the Purchase Order), that on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant, that in case the material is accepted with deviationst wherever rectifications / rework is observed, that the Supplier shall be given seven days notice to attend to the work and if the Supplier does not attend the rectifications in the said period, BHEL shall reserve the right for suitable deductions. Despatch clearance shall be given when the Supplier provides the above undertaking (as per Annexure I) to BHEL						
E	<u>Uploading despatch information on BHEL SIP</u> The supplier has to upload despatch information details by logging in at ' Supplier Information Portal ' of BHEL Jhansi website using their User name (Vendor Code) and Password. Subsequently, the supplier has to click at the link' Update Consignment details ' provided therein.Submitting ' Despatch Intimation ' is mandatory . All supplies arriving (reaching BHEL Jhansi) will be allowed inside CISF Material gate of BHEL Jhansi only if the supplier has submitted online Despatch Intimation. The following documents are necessary before entry of material at our Material Gate : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">1</td><td>GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies</td></tr> <tr> <td style="text-align: center;">2</td><td>Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).</td></tr> <tr> <td style="text-align: center;">3</td><td>'Despatch Intimation' (Printout required).</td></tr> </table>	1	GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies	2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).	3	'Despatch Intimation' (Printout required).
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3	'Despatch Intimation' (Printout required).						

	The following documents are additionally required for SRV clearance if they are called for in the Purchase Order (PO): <table border="1" data-bbox="252 353 1460 448"> <tr> <td>4</td><td>Complete Test certificates/Inspection reports</td></tr> <tr> <td>5</td><td>Guarantee certificates</td></tr> <tr> <td>6</td><td>Any other document as called for</td></tr> </table> Following may be required for SRV preparation depending on the nature of material being supplied: <table border="1" data-bbox="252 571 1460 689"> <tr> <td>7</td><td>Packing lists, wherever applicable.</td></tr> <tr> <td>8</td><td>Weighment slip.</td></tr> </table> A cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) shall be deducted from supplier bills in case supplier has failed to upload the despatch information on Supplier Information Portal	4	Complete Test certificates/Inspection reports	5	Guarantee certificates	6	Any other document as called for	7	Packing lists, wherever applicable.	8	Weighment slip.
4	Complete Test certificates/Inspection reports										
5	Guarantee certificates										
6	Any other document as called for										
7	Packing lists, wherever applicable.										
8	Weighment slip.										
E	Material despatched one month prior to the date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM Material despatched 10 weeks after date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM										
17	Warranty , Corresponding Repairs / Replacement of Goods, and Deductions										
A	Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi However, wherever erection & commissioning also is in the scope of the bidder, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later. In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected. If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.										
18	Evaluation and Loading Criteria:										
	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ CST/Service Tax/Entry Tax or any other tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Free Trade Agreement (FTA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed										

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	concessional duty benefits in India, the cost incurred owing to consequent delays, detention and demurrage thereof, will be to the Seller's account. To arrive at the Delivered Cost, the quoted price shall be suitably loaded, the details of which are mentioned in this annexure / special remarks of the enquiry. In case of any additional techno commercial deviations, for which the loading criterion is required to be framed after opening of techno commercial bid, such criteria shall be communicated to all qualified bidders before price bid opening.
19	Non-Disclosure Agreement
	All Drawing and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u>
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non placement of PO or contract / short closure of PO or contract.
21	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must normally be in Indian Currency from the Consortium Banks of BHEL / as specified in the specific Enquiry
B	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.
22	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
A	MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in " Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again. It is hence in the interest of the supplier that they validate the status of UAM regularly with BHEL, if they would like to avail intended benefits under MSME Act.
B	Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document 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.
C	In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% 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 and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.

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	The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.
D	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
23	Benefits earmarked to suppliers for Purchase under 'MAKE IN INDIA'
	As part of minimizing import content, Government of India, vide order no P-45021/2/2017-B.E.-II dated 15.06.2017, under the subject – Public Procurement (Preference to Make in India) -- has set the initiatives to encourage and promote indigenously manufactured goods within India and services provided by sources within India. . In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local suppliers) are given purchase preference and are entitled to benefits in the tender
A	Definitions
(i)	Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Presently, the minimum local content required is 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
(ii)	Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.
B	Conditions under which preference is given
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs 50 lakhs, provisions of 23(B) (ii) and 23(B)(iii) shall apply.
(ii)	If the procurement of goods are not covered by 23(B)(i) and are divisible in nature, the following procedure shall be followed :
a	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
iii	If the procurement of goods are not covered by 23(B)(ii) and are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed :
a	If L1 is a local supplier, the order shall be awarded to local supplier
b	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1 price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may be awarded to the L1 bidder.
C	Exemption of small purchases
	Notwithstanding anything contained at clause 23B above, procurements where the estimated value of procurement is less than Rs 5 lakhs are exempt and purchase preference shall not be accorded in such cases.

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D	Verification of local content
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of Business dealings with Suppliers
E	In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.
24	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
25	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
27	Conciliation
	BHEL and bidder 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 terms and conditions of order, 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. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.
28	General
	The Bidder shall keep a track of any changes by visiting the Supplier Information Portal of BHEL, Jhansi at https://www.bheljhs.co.in/apps/sip/index.php