



ISO 9001:2015, 14001:2004,  
50001:2011 & OHSAS 18000  
MAHARATNA COMPANY

Ref: FF/PPX/5102/23-24/

सामग्री प्रबंधन (क्रय विभाग)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
सेंट्रल फाउंड्री फोर्ज प्लांट  
रानीपुर, हरिद्वार -249403

फोन नंबर + 91-1334-285524 / 281724, फैक्स नंबर + 91-1334-225892

ई-मेल: ssbgmandeep@bhel.in; manoj26@bhel.in; rlakra@bhel.in

**Central Foundry Forge Plant (CFFP), a unit of Central PSU BHEL, is planning to procure Nickel under long term contract (Rate Contract with price variation clause) with validity of 18 months from the date of entering into the rate contract. Details will be as under:**

Clause	Particulars	Details	Vendor's response (Agree/Disagree)
<b>1.0</b>	<b>Basic Rate Contract Details</b>		
<b>1.1</b>	<b>Item</b>	NICKEL (Square/rectangular Plate upto 100mm)	
<b>1.2</b>	<b>CFFP Specification no.</b>	FF05061 REV02	
<b>1.3</b>	<b>CFFP BHEL Material Code:</b>	FF1271861011	
<b>1.4</b>	<b>Quantity:</b>	2,00,000 Kg (+4% -2%)	
<b>1.5</b>	<b>Validity of offer of vendor for entering into Rate Contract (RC) :</b>	45 days from techno-commercial part-1 tender opening date	
<b>1.6</b>	<b>Rate Contract Validity for placement of order by CFFP:</b>	18 months from date of Rate Contract (RC)	
<b>2.0</b>	<b>Techno Commercial Terms &amp; Conditions for tender enquiry for entering into Rate Contract</b>		
<b>2.1</b>	<b>Material technical specification</b>	Nickel shall be supplied as per specification no. FF 05061 Rev 02 in all respects and the bidder has to confirm agreement of all the clauses of the said specification.	
<b>2.2</b>	<b>No Pro-Rate payment</b>	For payment for accepted material in the specified range, no prorated rate will be permitted for any constituent element in the material.	
<b>2.3</b>	<b>Guarantee Certificate</b>	Guarantee Certificate of 12 months from the date of supply of material, shall be provided by the seller along with dispatch documents. In case of any non-conformity with respect to the specification No. FF 05061 Rev 02, the supplied material must be replaced free of cost.	
<b>2.4</b>	<b>Original Manufacturing Packing</b>	Material must be supplied in original manufacturer's packing with marking as per specification FF 05061 Rev 02. Packing size shall be limited to <b>250 Kg per drum</b> . Vendor must supply material in properly packed condition with proper marking to avoid any loss/ damage/ tampering during transit in line with clause no. 9 of specification FF05061 R02	
<b>2.5</b>	<b>Test Certificate</b>	Original Manufacturer's Test Certificate with linkage to supplied material must be provided along with dispatch documents.	
<b>2.6</b>	<b>Third Party Inspection</b>	Third party inspection (before dispatch) from one of the following six inspection agencies i.e. <b>LRIS/ BVIS (WINGS OF BUREA-VERITAS) / DNV/ TUV(SUD) /ALFRED H KNIGHT/ SGS</b>	



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		shall be arranged by seller at their cost. Report of third party inspection shall be submitted along-with dispatch documents.	
2.7	<b>Scope of Third Party Inspection</b>	<p>a) The inspection is to be carried out as per the ordered specification no. FF 05061 Rev 02 ensuring original manufacturer's packing, Original manufacturer test certificates etc. as per specification and its linkage.</p> <p>b) The material should be identified as per the specification and details like original manufacturer's name, Batch/lot no, Net weight, material name to be mentioned on each drum. The material should be packed as per specification and sealed by the inspection agency. The seal details should be mentioned in the inspection report.</p> <p>c) The inspection report should contain the complete witnessing of the chemical analysis of material as per IS1472 for numbers of test required in a lot and their testing methodology for evaluating. All elements and verification of size of the inspected material required to be checked, tested &amp; reported in report. Also it should carry details of specification no, purchase order no, Batch/lot no of material, seal details of the inspector along with corresponding packing (packing list).</p> <p>d) Witness packing and loading of Product. Third party Inspection seal to be put on each drum.</p> <p>e) Seal should be placed on drum so that same should not get damaged during transit/transportation.</p>	
2.8	<b>Acceptance Criteria</b>	Acceptance of material shall be after final inspection at CFFP BHEL Haridwar as per specification FF05061 Rev 02 and shall be binding on seller. Material not found in conformance with applicable specification & purchase order conditions will be rejected.	
2.9	<b>If Rejected</b>	In case material gets rejected during final inspection at CFFP, the same must be replaced by supplier within 45 days of rejection memo date. All the charges (like To & Fro freight, insurance etc.) for replacement shall be borne by supplier. Date of receipt of replacement material, if accepted, shall be considered as actual delivery date with respect to the PO delivery date for calculating penalty for Late Delivery.	
2.10	<b>Delivery of Material</b>	<p>a. For <b>Indian Sellers</b> Door delivery basis i.e. <b>FOR Destination</b> (Destination being Central Stores/CFFP/BHEL Haridwar). Offer must be clear &amp; including all the charges like freight, insurance, packing &amp; forwarding etc.</p> <p>b. For <b>Foreign sellers: CIF Nhava Sheva</b>, India basis. Offer must be clear &amp; including all the charges like sea freight, sea</p>	



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		insurance, packing & forwarding etc. up to Nhava Sheva port. Free time at landing port should be minimum 21 days	
2.11	Delivery Condition	Material to be supplied by vendor in sealed original manufacturer's packing to CFFP, sealed by third party inspection agency. Packing size shall be limited to <b>250 Kg per drum</b>	
2.12	Reverse Auction for Price finalization	a. BHEL shall be resorting to Reverse Auction (RA) ( <b>Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a></b> ) for this tender. RA shall be conducted among the techno-commercially qualified bidders. b. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. <b>In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</b>	
2.13	Premium Quoting	Seller is required to quote the <b>premium correctly</b> as per "unit of measurement" mentioned in the tender. In case of any mistake done by seller while quoting their price /rate, responsibility will rest completely with seller. <b>BHEL decision will be final.</b>	
2.14	Currency of Contract	a. For Indian Seller – Only in Indian Rupee b. For Foreign seller – Bidders need to quote their prices on CIF any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/Australian Dollar. The name of the currency should be clearly indicated in your bids.	
2.15	Agent	BHEL prefers to <b>deal directly with the vendors.</b>  In case foreign vendor engages any Indian agent or takes services of any Indian agent, <b>copy of agency agreement will be required</b> to be submitted along with offer in line with the attached document of this tender. Payment to Indian agent agreed is required to be clearly mentioned in the agreement along with other commercial terms between agent & vendor. In case commission / payment is not declared in the agreement, same shall not be acceptable. Non submission of agreement will result into ignoring of the offer of seller.	
2.16	Payment Terms	a) For Indian sellers: -  <b>100% payment will be made to the seller within 45/60/90 days (as per below mentioned table) after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment by the Buyer.</b>	



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		<table><tr><th>Type of bidder</th><th>Payment Term (Number of days)</th></tr><tr><td>Micro and Small Enterprises (MSEs) (Only Manufacturers)</td><td>45 days</td></tr><tr><td>Medium Enterprises (Only Manufacturers)</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table> <p>In case of non-acceptance of payment term, loading on prices will be done for the period relaxation is sought for. <b>Rate of loading will be 6% above Base rate of SBI (as applicable on the date of technical bid opening).</b> Payment term involving payment of material before receipt &amp; acceptance of material at CFFP will not be acceptable and bids will be ignored.</p> <p>b) For Foreign sellers –</p> <p><b>Payment through USANCE LC shall be payable on 70th day of Bill of Landing (BL) date. Bank charges shall be borne on either side by respective party i.e. In India by BHEL and in Seller Country by seller.</b> In case seller does not agree to 70th day payment, proper loading will be done. Loading will be @ 6% above base rate of SBI on the date of technical bid opening date. Seller will be required to provide one negotiable copy of Bill of Lading(B/L) directly to BHEL to avoid delay in clearance of consignment. Due to delay in submission of documents to Bank &amp; one negotiable BL to BHEL, if any detention or demurrage is levied on BHEL by shipping company/port, same shall be to sellers account &amp; will be deducted from payable LC.</p> <p>c) Offers with advance payment term or Supply linked to payment of earlier lots <b>shall not be accepted.</b></p> <p>d) Interest <b>shall not be paid for late / delayed payment</b>, if any.</p>	Type of bidder	Payment Term (Number of days)	Micro and Small Enterprises (MSEs) (Only Manufacturers)	45 days	Medium Enterprises (Only Manufacturers)	60 days	Non MSME	90 days
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Micro and Small Enterprises (MSEs) (Only Manufacturers)	45 days									
Medium Enterprises (Only Manufacturers)	60 days									
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2.17	Criteria for determining offered rate of bidder	<p>Evaluation of price bids (for deciding L-1) will be done on the basis of total delivered cost at CFFP i.e. Landed cost net of Input Tax Credit at CFFP. This will be calculated based on <b>Average LME price [cash official (Last)] for Nickel of the month immediately preceding the tender opening date in USD/Kg, plus premium charge plus taxes &amp; duties payable.</b> Exchange rate will be taken as <b>TT selling rate of SBI card rate</b> for the date of techno-commercial tender opening.</p>								



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		<b>Reverse Auction</b> will be done on the basis of total delivered cost at CFFP i.e. <b>Landed cost net of Input Tax Credit at CFFP.</b>																																							
<b>2.18</b>	<b>Criteria for determining offered rate of bidder</b>  <b>(For Indian bidder)</b>	<p><b>a. For Indian Bidder:</b></p> <p>Average LME price [cash official (Last)] for Nickel of the month immediately preceding the tender opening date in USD/Kg, will be taken from <a href="https://metals.argusmedia.com/">https://metals.argusmedia.com/</a>. Bidder is required to quote only their premium charge in their price bid on e-procurement portal (<a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a>) for basic price in the “unit of measurement” mentioned in the tender enquiry and this will remain firm during the contract period. For currency conversion, TT selling rate of SBI will be taken of 1<sup>st</sup> Part Bid Opening Date</p> <p><b>Example ( for illustration purpose- bid opening date taken as 15.04.2023): -</b> Indian bidder</p> <table> <tr> <th>Sr. No.</th><th>Cost Head</th><th>Reference</th><th>Values per Kg</th></tr> <tr> <td>1</td><td>Average monthly LME price [cash official (Last)] for Nickel of the month immediately preceding the tender opening date in USD/Kg (applicable month for LME shall be March 23 wrt bid opening date: 15.04.2023)</td><td>LME (<a href="https://metals.argusmedia.com/">https://metals.argusmedia.com/</a>.)</td><td>23.2895</td></tr> <tr> <td>2</td><td>Conversion rate (TT selling rate of SBI) of USD on 1st part bid opening date (Available SBI Forex rate for 13.04.2023 wrt bid opening date: 15.04.2023)</td><td>SBI Forex rate</td><td>82.45</td></tr> <tr> <td>3</td><td>Effective price of Nickel in INR (Rs. per Kg)</td><td>1X2</td><td>1920.22</td></tr> <tr> <td>4</td><td rowspan="2">Vendor premium in INR per Kg</td><td rowspan="2">Assumed</td><td><b>100</b></td></tr> <tr> <td>5</td><td><b>PO Rate</b></td></tr> <tr> <td>6</td><td>Total basic rate of bidder on the date of tender opening (1st part) (A)</td><td>3+4</td><td>2020.22</td></tr> <tr> <td>7</td><td>Packing &amp; forwarding charge</td><td></td><td>0.0</td></tr> <tr> <td>8</td><td>Sea Freight including sea transit insurance</td><td></td><td>0.00</td></tr> <tr> <td>9</td><td>Sub Total (cost at Nhava Sheva port) CIF Cost</td><td></td><td>2020.22</td></tr> </table>	Sr. No.	Cost Head	Reference	Values per Kg	1	Average monthly LME price [cash official (Last)] for Nickel of the month immediately preceding the tender opening date in USD/Kg (applicable month for LME shall be March 23 wrt bid opening date: 15.04.2023)	LME ( <a href="https://metals.argusmedia.com/">https://metals.argusmedia.com/</a> .)	23.2895	2	Conversion rate (TT selling rate of SBI) of USD on 1st part bid opening date (Available SBI Forex rate for 13.04.2023 wrt bid opening date: 15.04.2023)	SBI Forex rate	82.45	3	Effective price of Nickel in INR (Rs. per Kg)	1X2	1920.22	4	Vendor premium in INR per Kg	Assumed	<b>100</b>	5	<b>PO Rate</b>	6	Total basic rate of bidder on the date of tender opening (1st part) (A)	3+4	2020.22	7	Packing & forwarding charge		0.0	8	Sea Freight including sea transit insurance		0.00	9	Sub Total (cost at Nhava Sheva port) CIF Cost		2020.22	
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		10	Port Handling charge @ 1%		0.00
		11	Custom duty	As of now "NIL"	0.00
		12	Social Welfare Surcharge (10% on custom duty)		0.00
		13	Sub Total (B)		2020.22
		14	GST @ 18%		363.64
		15	Sub Total (C)	13+14	2383.86
		16	Inland Freight: Rs. 2.97 /Kg per KM X 1670KM	A3R Group R1 BHEL's Transport agreement as on date	0.00
		17	Sub Total	15+16	2383.86
		18	Inland Insurance @0.00895% of (110% of CIF cost+ Duties) on (C)	As per latest marine insurance policy	0.00
		19	LC Charge @ 0.035% on (A) ,if applicable		0.00
		20	Sub total	17+18+19	2383.86
		21	ITC (Input Tax Credit)	14	363.64
		22		17+18+19-14	2020.22
		23	Landed price net of ITC at CFFP		(To be quoted in RA)
		<p><b>Premium quoted by vendor will include all charges</b> like Packing, Forwarding, inspection, freight, insurance custom clearance, port charges, insurance, etc. <b>except CUSTOM DUTY.</b></p> <p>CUSTOM DUTY will be paid extra, if applicable, against submission of one copy of Bill of Entry(B.E.) by vendor.</p> <p>GST will be reimbursed to vendor against receipt of GST compliant invoice and after verifying the return submitted by vendor on GST portal.</p>			
2.19	<p><b>Criteria for determining offered rate of bidder</b></p> <p><b>(For Foreign bidder)</b></p>	<p><b>b. For Foreign Bidder:</b></p> <p>Average LME price (cash official(Last)) for Nickel of the month immediately preceding the tender opening date in USD/Kg , will be taken from <a href="https://metals.argusmedia.com/">https://metals.argusmedia.com/</a>.</p> <p>Bidder is required to quote only their premium charge in their price bid on e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) for basic price in the unit of tender enquiry and this will remain firm during the contract period</p> <p>For Currency conversion, TT selling rate of USD by SBI will be taken of 1st part bid opening date.</p> <p><b>Example (for illustration purpose- bid opening date taken as 15.04.2023): -</b></p>			



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Foreign bidder			
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2	Conversion rate (TT selling rate of SBI) of USD on 1st part bid opening date (Available SBI Forex rate for 13.04.2023 wrt bid opening date: 15.04.2023)	SBI forex card rate	82.45
3	Effective price of Nickel in INR (Rs per Kg)	1X2	1920.22
4	Premium quoted by vendor in USD per Kg	Assumed	1.21
5			(PO rate)
6	Conversion rate (TT selling rate of SBI) of USD on 1st part bid opening date (Available SBI Forex rate for 13.04.2023 wrt bid opening date: 15.04.2023)	SBI forex card rate	82.45
7	Vendor premium in INR per Kg		99.76
8	Total basic rate of bidder on the date of tender opening (1st part) (A)	3+7	2019.98
9	Packing & forwarding charge		0.00
10	Sea Freight including sea transit insurance		0.00
11	Sub Total (cost at Nhava Sheva port) CIF Cost		2019.98
12	Port Handling charge @ 1%		20.20
13	Custom duty	As of now NIL"	0.00
14	Social Welfare Surcharge (10% on custom duty)		0.00
15	Sub Total (B)		2040.18
16	GST @ 18%		367.23
17	Sub Total C	15+16	2407.41
18	Inland Freight: Rs. 2.97 /Kg per KM X 1670KM	A3R Group R1 BHEL's Transport agreement as on date	4.96



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20	Inland Insurance @0.00895% of 110% of CIF cost+ Duties i.e (C)	As per latest marine insurance policy	0.24																												
21	LC Charge @ 0.035% on (A) ,if applicable		0.71																												
22	Sub total	19+20+21	2413.31																												
23	ITC (Input Tax Credit)	16	367.23																												
24	Landed price net of ITC at CFFP	19+20+21-16	2046.08																												
25		(To be quoted in RA)																													
2.20	Invoice / Payment rate for supplied material (For Indian Supplier)	<p>i. Average LME Cash Official(Last) price of Nickel during the calendar month of shipment in USD. Exchange rate will be taken as TT selling rate of SBI card rate on 15th date from date of B/L (including B/L date). If the 15th day happens to be holiday, then forex rate on previous bank (SBI) working day shall be taken.</p> <p>ii. <b><u>B/L of post PO date shall only be accepted.</u></b></p> <p>iii. Premium charge indicated by vendor per Kg of Nickel.</p> <p>iv. GST will be reimbursed to vendor against receipt of GST compliant invoice and after verifying the return submitted by vendor on GST portal.</p> <p>v. Custom duty, if paid, against the copy of BE</p> <p>vi. Payment to vendors will be made in Indian Rupees</p>																													
2.21	Invoice / Payment rate for supplied material (For Foreign Supplier)	<p>i. Average LME Cash Official(Last) price/Kg of Nickel during the calendar month of shipment.</p> <p>ii. Payment will be made through USANCE LC.</p> <p>iii. LC will have final price confirmation clause. LC will be opened for the estimated cost and will be amended for final value after one month from the shipment / B/L date.</p> <p>iv. Date of Bill of Lading(B/L) shall be considered as date of supply for payment calculation &amp; LD purpose.</p> <p>v. <b><u>B/L of post PO date shall only be accepted.</u></b></p>																													
2.22	Part Quantity	BHEL reserves its right to place order for part quantity of tender enquiry. Quoted rate not to be linked with order quantity. In case, it is linked to order quantity, offer will be ignored.																													
2.23	Weightment	Weightment at CFFP shall be final and binding on supplier. No variation shall be accepted. Payment shall be made for the lower of Invoice Quantity or actual quantity received at CFFP.																													
2.24	Minimum lot quantity	CFFP, BHEL will release Orders under rate contract to seller at regular interval as per requirement in lots. For each lot,																													





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फोन नंबर + 91-1334-285524 / 281724, फैक्स नंबर। + 91-1334-225892

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		assured minimum order quantity will be <b>8,000Kg +4%/- 2% variation.</b>	
2.25	MSE manufacturer	25% quantity will be preferred for <b>Indian MSE vendor, if quoted. Benefit will be passed to only MSE Manufacturer of Nickel.</b> Vendor to furnish proof of UAM/Udyam certificate ( indicating itself as manufacturer of quoted item) Conditions for availing Micro & Small Enterprises (MSE's) benefits by Indian Bidders - will be as per clause no. of 23 of <b>GISTC for Indian Bidders ( Version Feb-2022, Rev08)</b>	Manufacturer/ Trader of quoted Item
2.26	Make in India	Prescribed quantity will be preferred for <b>Class-I local supplier</b> , if quoted as per applicable guidelines. Vendor to provide certificate from statutory auditor/ cost auditor of the company or from a practicing CA giving the percentage of local content for quoted item Conditions to avail benefits under Public Procurement (Preference to MAKE IN INDIA) order 2017 and its amendment thereof - will be as per clause no. of 25 of <b>GISTC for Indian Bidders (Version Feb-2022, Rev08)</b>	Class-I/ Class-II/ Non-Local supplier
2.27	Splitting of quantity (60:40)	In case of <b>non-availability of MSE manufacturer and or Class-I local supplier</b> the tendered quantity shall be split in the ratio of <b>60:40 subject to acceptance of L1 (Landed) rate</b> by probable supplier.	
2.28	Tie breaker Clause	In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens 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) or the representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.	
2.29	Delivery Schedule	a. <b>For Indian Seller-F O R CFFP Delivery - within 60 days from the date of individual PO</b> issued against this Rate Contract. If the offered delivery period extends beyond 60 days, there will be an <i>additional loading factor of 0.5% per week on the landed cost</i> . However, maximum delivery period permissible for offer consideration: 90 days. The date of receipt of the material or receipt of the third-party inspection report, whichever is later, will be used to calculate the delivery period and any liquidated damages. b. <b>For Foreign seller-</b> Delivery terms shall be CIF Nhava Sheva. B/L shall be within <b>45 days from L.C. / delivery intimation date</b> , whichever is later. If the offered delivery period extends beyond 45 days, there will be an additional loading factor of <i>0.5% per week on the landed cost</i> . However, maximum delivery period permissible for offer consideration: 75 days. If the receipt of third party	



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		<p>inspection report is after the date of receipt of the material at CFFP, LD will be charged on such delay.</p> <p>Delivery in the promised period is the essence of contract. Requests for <b>delivery extension</b> from the seller in lieu of Non-availability of transport / inspection agency etc. <b>will not be entertained by CFFP, BHEL.</b></p>	
2.30	Remedial Clauses	<p>Purchase orders placed against this RC shall be subject to normal clauses for imposing <b>Liquidated Damages(LD) for Late Delivery, Risk purchases, Cancellation etc.</b> in case of delay in effecting supply and or other defaults as per following conditions:</p> <p>a. <b>Liquidated Damages for Late Delivery:</b> The delivery of the goods shall be made strictly as per time limit specified in delivery schedule of Purchase Order, failure to supply within this period will make the seller liable to pay <b>Liquidated Damages as per Clause 9 of GISTC for Indian &amp; Foreign bidders.</b> Any correspondence regarding <b>waiver of LD shall not be entertained.</b> In case of non-acceptance of Liquidated Damages, <b>price will be loaded</b> for the unaccepted portion.</p> <p>b. <b>Risk Purchase:</b> In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order by the seller, the <b>Buyer reserves the right to cancel the purchase order in full or part thereof, and may also make the purchase of such material from alternative source at the risk and cost of the seller.</b></p>	
2.31	Dispute	<p>In the event of any dispute arising out of contractual obligations the dispute shall be referred to Arbitration to a sole arbitrator appointed mutually by both parties, as per Arbitration and Conciliation Act 1996 and the order being finalized at Haridwar, India will be subject to <b>Indian Laws and falls under jurisdiction of the court of Law at Haridwar, India for Indian seller and Delhi for foreign seller.</b></p>	
2.32	Unregistered Vendors	<p>Unregistered vendors have to fill the <b>SRF (Supplier Registration Form)</b> of their company online at our <b>website www.bhel.com or www.hwr.bhel.com.</b> They can fill the SRF of their company at this link: <b><a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a>.</b></p>	
2.33	Performance Review	<p>During the validity period of RC entered through this tender enquiry, vendor's performance shall be reviewed as per BHEL rules &amp; guidelines.</p> <p>In case of failure to supply material in time or supply of inferior quality / defective material, CFFP, BHEL will be free to take <b>suitable action against seller</b> as per company policy</p>	



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		which includes (but not limit to) cancellation of PO / RC, arranging material on Risk Purchase basis, etc.	
2.34	Integrity Pact	Bidder will be required to sign & submit integrity pact along with their offer. Copy of the same is available with the tender enquiry.	
2.35	Conflict of Interest	<p>: 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:</p> <p>a) They have controlling partner (s) in common; or</p> <p>b) They received or have received any direct or indirect subsidy/financial stake from any of them; or</p> <p>c) They have the same legal representative/agent for purposes of this bid; or</p> <p>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</p> <p>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; or</p> <p>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 authorise only one agent/dealer. There can be only one bid form the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal;</p> <p>or</p> <p>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</p> <p>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.</p>	



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2.36	Offer not considered if	Conditional offer clashing with the tender conditions shall be liable to get ignored in case vendor does not withdraw the same.  Non-negotiable conditions: Delivery schedule, Risk Purchase clause, Third party Inspection at Vendor's end & any other clause stated in this document for non-consideration of offers.	
2.37	e-tender website	Tender will be accepted only on e-procurement portal: <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .	
2.38	Tender Document Details	<p>a. <b>1st part bid –</b> Techno Commercial Bid and PQC: following documents will be opened.</p> <ol style="list-style-type: none"> <li>Submit signed scanned copy of this Terms &amp; condition along with offer submitted on e-procurement portal.</li> <li>Documents as per PQC.</li> <li>MII declaration</li> <li>UDYAM certificate if applicable.</li> <li>Certificate for compliance of restriction on import from Land border sharing countries.</li> <li>Unpriced bid proforma (without rates)</li> <li>Signed copy of Integrity pact.</li> <li>Signed copy of technical specification</li> <li>Signed copy of relevant GISTC</li> </ol> <p>b. <b>2nd part bid –</b> Price Bid will be opened of only techno-commercially suitable vendors and thereafter, reverse auction shall be carried out as stated above.</p>	
2.39	Restrictions on import from countries sharing land border with India	<p>All provision of order no. F.7/10/2021-PPD(1) of Department of Expenditure(DoE) dated 23.02.2023 shall be applicable for this tender enquiry (Order copy is available at <a href="https://doe.gov.in/divisions/order-public-procurement-no-4-restrictions-under-rule-144xi-general-financial-rules-gfrs">https://doe.gov.in/divisions/order-public-procurement-no-4-restrictions-under-rule-144xi-general-financial-rules-gfrs</a>. Also uploaded as tender document for this tender).</p> <p>Bidder has to submit a certificate certifying following along with the offer:  <i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I certify that bidder (Name of bidder) is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that bidder: (Name of bidder) fulfils all requirements in this regard and is eligible to be considered.[wherever applicable, evidence of valid registration by the competent authority shall be attached" along with the offer.]</i></p>	



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2.40	RC Treatment	BHEL reserves the right to short close the Rate Contract (RC) or any extension thereof at any stage as per <b>clause no. of 16 of GISTC for Indian Bidders &amp; Clause no. 15 for Foreign Bidders</b>	
2.41	In case of failure to supply	In case of failure to supply material in time or supply of inferior quality/defective material, CFFP, BHEL will be free to take suitable action against seller as per company policy which includes ( but not limit to) cancellation of PO/RC, arranging material on Risk Purchase basis, etc.	
2.42	Other terms & Conditions	Terms & conditions not specified in RC shall be as per tender enquiry / <b>GISTC for Indian Bidders &amp; Foreign Bidders</b>	
2.43	Order to Be Placed On	Company Name and Address Contact person	

*We hereby confirm our acceptance for compliance of Terms & Conditions stipulated above.*

For & on behalf of

**Name of Seller**

Signature of Authorized Signatory

Company Seal

Name & Address

Phone No.

Email id.

Date