

 ENQUIRY TWO PART BID BPC 0007 E-TENDER	भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत) सामग्री प्रबंधन विभाग BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA) MATERIALS MANAGEMENT DIVISION			ENQUIRY NO E1843140 ENQUIRY DATE 30/07/24 ENQUIRY DUE DATE 05/09/24	
	TIN NO- 23573000001	ECC NO- AAACB4146PXM009	MPCT NO- HEL/05/01/0001/S15/11/79		
	PHONE NO : 91-755-2500100			FAX : 91-755-2500023	
www.bhel.com					

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	0	3	1	08/08/24	2	2	2	240246040
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION TO BE SUITABLY PACKED AND PROTECTED TO A VOID ANY DAMAGE DURING TRANSIT.				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		N	TECHNICAL CONDITION AS PER PURCHASE SPECIFICATION HT00278 REV-01				
	SAMPLE		N					
	GATE PASS		Y	INSPECTION CONDITION BY BHEL/TPA AS PER PURCHASE SPECIFICATION HT00278 REV-01.				

NOTE: QUOTE PRICE BOTH IN FIGURES & WORDS. IN CASE OF MISMATCH PRICE IN WORDS WILL BE VALID, QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	HU4392236005	MULTI-PASSAGE ROTARY UNION AS PER PRODUCT SPECIFICATION HT00278 REV-01.	ST	4.000	0	1	4.000	202	24/12/24
2	HU4392236013	SPARE SEAL KIT FOR MULTI-PASSAGE ROTARY UNION AS PER ANNEXURE-II OF PRODUCT SPECIFICATION HT00278 REV-01.	ST	1.000	0	1	1.000	202	24/12/24

REMARK GLOBAL TENDER

DRAWING N **PURCH SPEC** Y **CATALOGUE** N **Quality Surveillance Plan** Y **TWO PART BID** Y

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NOTE: BHEL, BHOPAL'S Standard Terms & Conditions BP200102 (Latest Revision) form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

Note: During Bid Evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendore falling under MSMED ACT - OCT 06

Please submit your lowest quotation in sealed envelop essentially superscribed with ENQUIRY NO, DUE DATE AND PARTY'S NAME so as to reach at TENDER ROOM, GROUND FLOOR, ADM BUILDING, BHEL, PIPLANI BHOPAL-462022 by 11.00 am of due date. 1.This is only a request for Quotation & not an order. 2.Small Scale industries should indicate SSI Regn. No. in Quotation/invoice. 3.In case you are not making an offer against this Enquiry, we request you to post a regret letter. 4.Indian vendors to please indicate GSTIN on their quotation.	SPECIAL REMARK: Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.	
	Documents Enclosed 1.Drawing. 3.Purchase specification. 2.Catalogue. 4.Quality Surveillance Plan.	NAME : SHRI KUNDAN KUMAR DUBEY DESG : DY.MANAGER 0755-2505615 kundankumar@bhel.in SIGN & SEAL

**GENERAL INSTRUCTIONS TO BIDDERS REGARDING NIT CONDITIONS WRT SUPPLY OF
MULTI-PASSAGE ROTARY UNION FOR CHILLA HEP UNDER GLOBAL TENDER ENQUIRY
NO E1843140**

1. Please submit your offer in **TWO PART BID** SYSTEM i.e.:-

1.1 Part-I Bid – Pre-Qualifying Requirement (PQR) Bid & TECHNO-COMML BID

Documents to be submitted in this bid:-

- 1.1.1 Pointwise confirmation to all the points mentioned in PQR.
- 1.1.2 All the relevant documents in support of all the points mentioned in PQR

(NOTE : Bidders to note that Multi Passage Rotary Union being a critical item, no relaxation shall be provided in prior experience and turnover (as per PQR) to any bidders including verified MSME's and startups.)

- 1.1.3 Complete technical details and commercial details of offer.
- 1.1.4 Completely filled up Annexure 'A' duly sealed and signed.
- 1.1.5 Confirmation to all technical conditions as indicated in Annexure-I (Technical)
- 1.1.6 Confirmation to all commercial conditions as indicated in Annexures (commercial) {Annexure-II (for indigenous vendors) & Annexure- III (for Foreign vendors) with company's seal and authorized signature} and
- 1.1.7 UN-PRICED Copy of the price bid (Annexure – IV)

NOTE: BIDDERS TO submit their offer in eprocurement NIC portal. Link for NIC eprocurement portal is <https://eprocurebhel.co.in/nicgep/app>

1.2 Part-II – Price Bid

To be filled in price bid format (BOQ) online in BHEL eprocurement NIC portal only. Bidders shall not enclose any separate attachment for price bid.

2. Tenders to be submitted online in NIC eprocurement portal only. PART- I will be PQR & Techno-comm bid, PART-II will be price bid.
3. **Tender Evaluation:** On due date of enquiry, only PQR & Techno-comm bid offer (Part-I) shall be opened and after scrutiny, vendors who are qualified in Pre-Qualification Requirement & Techno-commercial bid, Price bid(Part-II) of those vendors shall be opened in NIC eprocurement portal, for which prior intimation shall be given.
4. **Tender Cost Evaluation**, shall be on the basis of delivered cost i.e. Landed/total cost to BHEL.

(FOR FOREIGN VENDORS)

Foreign exchange rate of 'TT selling rate of State Bank Of India (SBI)' prevailing on the date of part-I (PQR) bid opening shall be taken. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

5. **Inspection for foreign vendor** by M/s Lloyds / BVQI / SGS / TUV (wherever applicable) in line with QAP No - QA/HT (STD)/018 REV.00 enclosed. Charges, if any, are to be shown separately in the **Price- Bid**

For indigenous vendors-Inspection shall be carried out at vendor's works by BHEL appointed Third Party Agency in line with QAP No QA/HT (STD)/018 REV.00 enclosed.

6. **Delivery terms :**

- (A) **For Foreign Bidders :** Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP & HC Containers.

Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT) & Break-bulk Cargo at Mumbai (MPT).

Please refer BHEL GTC BP 200102B Clause 3.2 enclosed with enquiry for details.

Freight amount shall be indicated separately in the offer (as per the price bid sheet provided – Ref BOQ excel sheet in NIC) in case of CIP/CFR/CIF .

Nearest available seaport shall also be intimated.

All foreign bidders shall submit the following:

- (a) Tentative package dimension (l x b x h) of each consignment,
- (b) Weight of each consignment (Gross and Net in Kgs)
- (c) No of consignments/ packages/ boxes etc.
- (d) Type of consignments (in case of sea shipments i.e LCL , FCL etc)
- (e) In case of containerized cargo, type of container(OT, HCP etc)

(B) **For Indigenous Bidders :**

All the goods shall be supplied directly to BHEL BHOPAL CRX division inclusive of freight and insurance charges.

7. **Delivery schedule:** Item 1 – Multi-Passage Rotary Union - **04 Nos – 120 days**

Item 2 – Spare Seal Kit for Rotary Union - **01 Set – 120 days**

Delivery indicated above is after final approval of drg / docs.

8. **DRG/DOCUMENT SUBMISSION TIME:** **1st SUBMISSION** of DRG/DOCS within 15 days of PO PLACEMENT.
RESUBMISSION OF DRG/DOCS (if any) within 3 working days
9. **Penalty for Delay in Delivery :** Unless covered under Force Majeure conditions aforesaid, Penalty shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value. Total undelivered order value above shall be item wise, lot wise. (ref. GTC OF ENQUIRY BP-200102B, clause 9).
10. Firms on **HOLD** for particular PMD or **DELISTED** Firms at Bhopal Unit Level or **BANNED** firms at corporate level / who engage the services of the banned firms, are not allowed to participate in the tender and their offers shall be summarily rejected. The list of banned firms is available on BHEL website www.bhel.com (refer link <https://www.bhel.com/list-banned-firms>)
11. For any deviations from BHEL's standard terms & conditions, your offer will be rejected / loaded as per existing guide lines of BHEL.

12. **REVERSE AUCTION :**

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com (Refer link <https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno- commercially qualified bidders.

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

13. **MAKE IN INDIA Preference**

This has reference to Government of India Circular no. P-45021/2/2017-BE-II dt 16.09.2020 for Preference to Make in India and subsequent amendment issued thereon. Procedure for preference to make in India shall be applicable in the tender as per Government circular no.P-45021/2/2017-BE-II DTD 16.09.2020.

Minimum Local content : The ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class – II local supplier’, the ‘local content’ requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as ‘Class –I local supplier’ /‘Class –II local supplier’. For the items, for which Nodal Ministry /Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20 % for ‘Class-I local supplier’/‘Class –II local supplier’ respectively.

Margin of purchase preference to make in India shall be 20%.

Verification of local content: In case of this tender, the ‘Class –I local supplier’ / ‘Class – II local supplier’ shall be required to provide a MII self-certificate giving the percentage of local content on company letter head with seal and sign.

For this procurement, public procurement (preference to make in India), order 2017 dt 16.09.2020 and subsequent order issued by the restrictive nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

False declaration will be in breach of the code of integrity under Rule 175 (i)(h) of the General Finance Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under Law.

For benefits under Make In India bidders to confirm, to Make In India as per the checklist in **Annexure II** and also furnish the related documents as asked for.

NOTE: In case of Splitting as applicable on account of Purchase Preference to Class I vendors in line with Make In India guidelines, since the evaluation of tender is on packagewise basis i.e non splittable, therefore 100 % quantity shall be offered to Class I vendor at L1 rate

14. **Preventive checks to eliminate suspected cartel formation between suppliers**

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Bidders to submit above declaration in company letter head duly signed and sealed by competent authority.

15. SISTER UNIT DECLARATION :

The bidder/supplier/contractor will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel information. Format for declaration enclosed. Please ensure to submit filled up form.

16. Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018 (Applicable only for Indigenous bidders):

Central Board for Indirect Taxation and Customs, vide notification no. 50 Central Tax dated 13th Sep 2018 has notified implementation of Sec 51 of CGST ACT with effect from 01st Oct 2018. Therefore:- (i) TDS shall be liable to be deducted @2% IGST in case of Inter-state supplies, 1% CGST+1% SGST in case of Intra State supplies where contract value is more than Rs 2.5 lakhs. (ii) TDS return shall be filed and TDS certificates shall be issued by BHEL as per applicable provisions (iii) As per Sec 51 of CGST Act read with notification 50 of Central Tax dated 13th Sep.

17. MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018 :

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

Notes:

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

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

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

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

Please refer detailed model conciliation clause alongwith procedure (Ref Annexure V) enclosed with Enquiry for conducting Conciliation Proceedings under the BHEL Conciliation Scheme,2018.

18. DUTY STRUCTURE :

Effective duty applicable with Input Tax Credit after receipt of material at seaport, India (i.e inclusive of freight and insurance (CIF) till seaport India shall be **8.25 percent** on Basic price (CIF value). Please refer **Annexure VI** for illustration of duty structure calculation.

19. All Other terms & conditions shall be as per **GENERAL TERMS AND CONDITIONS OF ENQUIRY BP200102B** (as enclosed with this tender).

20. Restrictions under 144 (xi) of the General Financial Rules (GFRs), 2017 (REF Govt. of India circular F. No. 6/18/2019-PPD dated 23.07.2020 and revisions thereafter if any) (Ref BHEL GTC BP 200102A Clause 34:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -

- a.) An entity incorporated, established or registered in such a country : or
- b.) A subsidiary of an entity Incorporated, established or registered in such a country; or
- c.) An entity substantially controlled through entities incorporated, established or registered in such a country or
- d.) An entity whose beneficial owner is situated in such a country. Or
- e.) An Indian (or other) agent of such an entity: or
- f.) A natural person who is a citizen of such a country; or
- g.) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1.) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means Explanation-

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,

b.) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2.) In case or a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership,

3.) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals ;

4.) Where no natural person is Identified under (1} or (2} or (3} above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5.) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another or to represent another in dealings with third person

VI. **Model certificate for Tenders** "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [**Where applicable , evidence of valid registration by the Competent Authority shall be attached**]."

Bidders to submit MODEL CERTIFICATE in company letter head duly sealed and signed by competent authority alongwith the PQR & techno-commi bid (PART –I) . Format enclosed with Enquiry.

21. For applying for registration as a Supplier to BHEL, Please visit our website www.bhel.com and visit **Supplier registration link** for initiating Online Registration application. Two links **Online Supplier Registration Portal** and **Online Supplier Registration Portal Mirror link** have been provided on our website www.bhel.com under Supplier Registration for initiating Online Supplier Registration Application. You may click on either of the two links for initiating your Supplier Registration Application. It may be possible that due to heavy rush of applications only one of the mentioned links may be responding appropriately at a time. Parties registered with BHEL, Bhopal are exempted from filling the registration form.

LIST OF ENCLOSURES:

- (1) ANNEXURE 'A'
- (2) PRE-QUALIFICATION REQUIREMENT (PQR)
- (3) BHEL SPEC HT00278 , REV01 & QAP No QA/HT(STD)/018 Rev.00
- (4) ANNEXURE FOR SISTER UNIT DECLARATION
- (5) GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102B
- (6) MODEL CONCILIATION CLAUSE (REF ANNEXURE V)
- (7) DUTY STRUCTURE ILLUSTRATION (REF ANNEXURE VI)
- (8) MODEL CERTIFICATE

ANNEXURE - I (TECHNICAL)

1. Evaluation is on Package wise basis, quote accordingly for the enquiry item.
2. All the Tech requirements, scope of supply etc are mentioned in drg. Bidders to endorse the drg and confirm to all tech requirements.
3. Test certificates / guarantee certificates must be furnished in triplicate.
4. Offer must be in line with our technical specification / drawing. Deviation, if any, should be clearly indicated in the offer.

ANNEXURE-II (COMMERCIAL):- COMMERCIAL TERMS FOR INDEGENOUS VENDORS.

(Submit the document with company's seal and authorized signature)

Enquiry No. :- E1843140 for Multipassage Rotary Union

S.No.	BHEL TERMS	Vendors Remarks
1.	Quotation reference and Date	
2.	GEM SELLER ID	
3.	GSTIN no.	
4.	E- mail ids	
5.	Contact person with contact detail	
6.	Prices shall be FIRM till execution of order inclusive of all testing charges and to be furnished in INR only	
7.	Inspection shall be carried out at vendor's works by BHEL appointed Third Party Agency in line with BHEL Approved QAP enclosed	
8.	QAP duly endorsed and submitted alongwith offer.	
9.	<u>Address of Delivery Destination</u> :- Sr. Mrg (CRX Division), BHEL, Piplani, Bhopal-462022	
10.	Price to be furnished on FOR CRX, BHEL Bhopal duly insured basis including packing & forwarding charges and freight charges.	
11.	Despatch mode	
12.	Minimum delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order / approval of docs., if required .	
13.	Freight charges upto BHEL Bhopal shall be in supplier scope	
14.	Insurance scope shall be in supplier scope	
15.	Packing & forwarding charges shall be inclusive (note: in case charged extra, your bid shall be suitably loaded)	
16.	GST TYPE (IGST/ SGST+CGST) and percentage with HSN Code	
17.	Other charges attracting GST (note: in case of others, your bid shall be suitably loaded)	
18.	<u>Payment terms</u> : <u>(A) FOR SUPPLY PORTION</u> : BHEL prefers "door delivery" of material in which case 100% payment of supply shall be within 90 days after receipt and acceptance of material. Otherwise, your price shall be loaded at SBI Base rate + 6% for bid evaluation Note : For MSME suppliers, payment terms shall be 45 days in place of 90 days, you need to submit , Udyam, UAM, MSME & valid CA certificate for the same. MSE Bidders are requested to register your self on UDYAM Portal as per Govt. Gazette Notification no. S.O. 2119 (E) dt 26.06.2020 and Submit their UDYAM number.	

	AGENTS AND TRADING ENTERPRISES ARE NOT COVERED UNDER THE DEFINITION OF MSES AND SHOULD NOT BE ALLOWED ANY BENEFITS UNDER PUBLIC PROCUREMENT POLICY. PUBLIC PROCUREMENT POLICY IS MEANT FOR PROCUREMENT OF GOODS PRODUCED AND SERVICES RENDERED BY MSE AND NOT MEANT FOR TRADING ACTIVITY BY THEM. FOR AVAILING MSE BENEFIT; UDYOG MEMORANDUM ALONGWITH EM-II AND VALID CA CERTIFICATE TO BE UPLOADED	
19.	Are You Registered Under Msm Act-2006	
20.	Document submission time shall be as per Clause 8 above	
21.	<u>Bank charges:</u> All bank charges, if any, to supplier's account.	
22.	<u>Penalty :</u> Unless covered under Force Majeure conditions aforesaid, Penalty shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value. Total undelivered order value above shall be item wise, lot wise. (ref. GTC OF ENQUIRY BP-200102B, clause 9).	
23.	<u>MAKE IN INDIA :</u> Certificate as per the format enclosed with Enquiry shall be submitted duly filled sealed and signed.	
24.	<u>Restrictions under GFR :</u> MODEL CERTIFICATE ENCLOSED [Wherever applicable , evidence of valid registration by the Competent Authority shall be attached]."	
25.	Implementation of TDS Provision of GST Law w.e.f 01st Oct 2018: Central Board for Indirect Taxation and Customs, vide notification no. 50 Central Tax dated 13th Sep 2018 has notified implementation of Sec 51 of CGST ACT with effect from 01st Oct 2018. Therefore:- (i) TDS shall be liable to be deducted @2% IGST in case of Inter-state supplies, 1% CGST+1% SGST in case of Intra State supplies where contract value is more than Rs 2.5 lakhs. (ii) TDS return shall be filed and TDS certificates shall be issued by BHEL as per applicable provisions (iii) As per Sec 51 of CGST Act read with notification 50 of Central Tax dated 13th Sep 2018, TDS so deducted shall be reflected on the GST Portal of the Vendor/Contractor	
26.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	
27.	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
28.	<u>Validity:</u> The offer must be valid for 90 days from the date of Part- I bid opening.	
29.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102 B(as enclosed with this bid).	
31.	Any other remarks.	

Note- Deviations in any commercial condition shall be suitably loaded in the offered price.

Signature of Vendor with date & Seal

ANNEXURE –III (COMMERCIAL) :- COMMERCIAL TERMS FOR FOREIGN VENDORS
(Submit the document with company's seal and authorized signature)

Enquiry No. :- E1843140 for Multi-Passage Rotary Union.

S.No.	BHEL Term	Vendors remarks
1.	Quotation reference and Date	
2.	E- mail ids	
3.	Contact person with contact detail	
4.	Prices shall be FIRM till execution of order inclusive of all testing charges.	
5.	Indicate code of currency of your offer	
6.	Indicate country of Origin of your quoted item (Original certificate of Country of Origin issued by Chamber of Commerce, to be furnished along with supply)	
7.	Inspection by M/s Lloyds / BVQI / SGS/TUV (wherever applicable) and BHEL's customer (if required) in line with BHEL Approved QAP enclosed. Charges, if any, are to be shown separately in the Price- Bid .	
8	QAP duly endorsed and submitted alongwith offer.	
9.	Prices to be furnished on CFR/CIF Nhava Sheva (JNPT) / Mumbai seaport basis. (Freight charges as inclusive in CFR/ CIF rates to be quoted separately).	
10.	Copy of Un priced bid clearly indicating item wise 'Quoted/Not Quoted' status for all items, freight, taxes etc. is submitted along with Techno-commercial bid part-I.	
11.	Pls. mention the name of the seaport related to delivery	
12.	Please indicate shipping approx. weight & dimension (LxWxH) of consignment mm in your offer. Also mention the type of consignment and container required for sea shipment.	
13.	Agency commission if any, to be included in CFR/CIF price	
14.	Details of Indian agent (contact no. / e-mails) are to be furnished.	
15.	Minimum delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order / approval of docs., if required .	
16	Document submission time shall be as per Clause 8 above	
17.	(A) <u>Payment terms</u>:- 100% payment through un-confirmed irrevocable Letter of Credit payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
18.	L/C charges inside India to BHEL's A/C and out-side India to vendor's account. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor.	
19.	<u>Penalty</u> : Unless covered under Force Majeure conditions aforesaid, Penalty shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value. Total undelivered order value above shall be item wise, lot wise. (ref. GTC OF ENQUIRY BP-200102B, clause 9).	
20.	<u>Validity</u> :- The offer must be valid for 90 days from the date of opening of Part-I bid i.e. PQR bid opening.	
21.	<u>Restrictions under GFR :</u> MODEL CERTIFICATE ENCLOSED [Wherever applicable , evidence of valid registration by the Competent Authority shall be attached]."	
22.	Please confirm that you have uploaded the sister unit declaration as per Annexure duly seal & Signed	

23.	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
24.	Foreign exchange rate of 'TT selling rate of State Bank Of India (SBI)' prevailing on the date of part-I (PQR) bid opening shall be taken. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken	
25.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102B (as enclosed with enquiry)	
26.	Any other remarks.	

Note- Deviations in any commercial condition shall be suitably loaded in the offered price.

Signature of Vendor with date & Seal

ANNEXURE – IV : UNPRICED Bid Format
(Submit the document with company's seal and authorized signature)

E1843140 for Multi-Passage Rotary Union

Sr. No. of Enquiry	Item Description	Quantity	QUOTED/REGRET	Remarks (if any)
1	MULTI-PASSAGE ROTARY UNION AS PER PRODUCT SPECIFICATION HT00278 REV-01.	4 Set		
2.	SPARE SEAL KIT FOR MULTI-PASSAGE ROTARY UNION AS PER ANNEXURE-II OF PRODUCT SPECIFICATION HT00278 REV-01.	1 Set		

Signature of Vendor
with date & Seal

[ANNEXURE-A]

Enquiry No.

IMPORTANT: [1] Suppliers to ensure submission of completely filled & duly signed/stamped "Annexure-A" along with the Offer.

Sl no	IMPORTANT INSTRUCTIONS FOR TENDERER	
❖	BHEL's Parameter	Accepted/Deviation
1	<p><u>Tax and Duties:</u></p> <p><u>Foreign Bidders</u> : The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price. Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits). GST/ Income Tax TDS applicable as per Law shall be deducted.</p> <p><u>Indigenous Bidders</u> -Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law. Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules. GST/ Income Tax TDS applicable as per Law shall be deducted.</p>	
2	<p><u>C. Payment Terms :</u></p> <p><u>Foreign Bidders</u>: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB .Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p> <p><u>Indigenous Bidders</u>: 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force) of material, subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>	
3	<p><u>D. Delivery Schedule / LD applicability.</u></p> <p>Subject to force Majeure condition: Penalty 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. Total order value above shall be package wise order value.</p> <p><u>Foreign Bidders</u>- The date of Bill of Lading (B/L) shall be taken as actual date of delivery.</p> <p><u>Indigenous Bidders</u>:- LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.</p>	
4	<p><u>Document for Foreign Bidder:</u></p> <p>1. Seller shall send 1 set of original negotiable documents Comprising of Bill of Lading/AWB, Invoice & Packing List, in English, within 7 days of B/L date / 1 day of AWB date by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in within 1 days of dispatch</p>	
	<p>2. One Original Negotiable Set of Clean on Board Freight Prepaid (In Case of CIF/CIP/CFR) / To Pay (In Case Of Ex-Works/FOB/FCA) Combined Transport Bill of Lading/AWB Showing Beneficiary as Shipper and Govt. of India on Behalf of Bharat Heavy Electricals Limited, Bhopal as Consignee and Notify: BHEL ROD Mumbai, 14th Floor. World Trade Centre-1, Cuffe Parade Colaba, Mumbai 400005 India. Phone No +91 22 22171345/22171346/22171370</p>	

	3. One Set of Original Negotiable Invoice and Packing List indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.	
	4. COO : Original Certificate of Country of Origin (COO) issued by Chamber of Commerce	
	5. Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc. as applicable, is to be submitted by Seller. If Seller and OEM are different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc. as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.	
	6. Packing : Seller's declaration that wood- packing material used in packing is in accordance with IPPC standard ISPM no.15 and has been labelled compliant with IPPC mark by manufacturers or beneficiary's declaration that wood- packing material has not been used in packing of the goods.	
	7. Pre Dispatch Clearance (PDC) : PDC issued by bhel referencing Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates	
	8. Permanent Establishment Business Certificate (PEBC) : PEBC as per Annexure A / B Clause 16C of GTC, as applicable. In case of Services, additionally Form 10 F of Income Tax Act, 1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16D of GTC.	
	9. Supplier should additionally forward TWO sets of above original negotiable documents (Sl 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days OF OBL/AWB Date to each of the following :- (I)AGM(CMM-FE), BHEL,2 nd . Floor, Adm. Building, Piplani, Bhopal-462022, India. (II)AGM (ROD, BHEL Mumbai), BHEL, ROD, 14TH Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai - 400005. Phone / MOB. NO.: 022-22171301 Email Intimation of the above to be sent to fin_fp.bpl@bhel.in, fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in	
	10. Guarantee/ Warranty Certificate : As Applicable, Issued by Seller in One Original. If Seller and OEM and different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.	
	11. Certificate from Shipping company or its agent or its owner or master or charterer stating that the carrying vessel is seaworthy and the vessel is classified by an approved classification society as per institute classification clauses and classified as Lloyds 100 A1 or its equivalent classification stating that the vessel is not more than 25 years old.	
	12. Marine/Air Insurance policy : Policy or certificate, blank endorsed, dated not later than the date of OBL/AWB, full set in the negotiable form in the currency of credit covering 110% of the Invoice value. Insurance to include institute cargo clauses (a), Institute war clauses (marine cargo) and institute strike clauses (marine cargo) with claims payable in India. Insurance to cover from supplier's warehouse to JNPT Nhava Sheva Mumbai / Mumbai seaport / Mumbai airport/ ICD, Mandideep, as applicable.	

	13. The Destination Terminal Handling Charges (DTHC) : DTHC will be paid by BHEL directly to the terminal and same will not be paid to the shipping line of vendor. If shipping Line charges the dthc to bhel, the same along with any additional/consequential expenses incurred (like detention/ demurrage, ground rent, penalty, etc) will be recoverable from beneficiary's bills confirmed via seller's/beneficiary bank swift	
	14. If seller/beneficiary does not comply or deviates from any of the above clauses/compliances, then any additional charges, demurrage, detention, ground rent, clearance charges, penalty, etc imposed on or borne by/paid to BHEL due to such non-compliance/deviation, etc., shall be to the account of the seller/beneficiary and shall be recoverable from the seller's/beneficiary's bills Confirmed via seller's/beneficiary bank swift.	
	15. Intimation of Dispatch : Beneficiary to send email intimation about dispatch of goods giving details of OBL/AWB no. & its date, BHEL purchase order number, invoice no. & its date, currency & invoice value, packing list, PDCC ref no. & date, LC no., seller's bank reference no., if & as applicable to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in	
	16. 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.	
	17. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.	
5	Applicable BHEL Conciliation Scheme : Enclosed	
6	Terms & Conditions:- BHEL STD T&C BP 200102B,MM5527,MM5533 [as available at www.bhelbpl.co.in] are applicable.	
7	Offer Validity: 90 days from the date of Tender opening.	
8	Prices : 'Firm Price'	

ANNEXURE

DECLARATION BY VENDOR

We declare that the following family firms or sister concern affiliates/subsidiary firms are participating in the tender No. E:

1.0

2.0

3.0

.....

I, hereby declare on behalf of M/sand the family firms or sister concern affiliates/subsidiary firms listed above that we are not indulging in cartel information for Enquiry No E.....

(.....)

For M/s

(Seal & Sign)



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Sl.No.	Description
1	General:
1.1	<p>These General terms & conditions (GTC) 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., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.</p> <p>In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:</p> <ol style="list-style-type: none"> Amendments to Purchase Order/ Framework Agreement Purchase Order/ Framework Agreement Letter of intent (LOI)/ Letter of Award (LOA) Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions Corrigenda to NIT, with those of later date having precedence over those of earlier date Original NIT and annexures except documents listed in point no (vii) to (ix) below Technical specifications including their annexures Special Terms and condition of Enquiry (STC) General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries
2.1	<p>Through eProcurement</p> <ol style="list-style-type: none"> Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app Offers in any other mode will not be accepted. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal https://eprocurebhel.co.in/. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc. uploaded by him, owning responsibility for their correctness / authenticity. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	Through tender room (Conventional tender)
2.2.1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry.</p> <p>Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.</p> <p>The bid should be submitted in English or Hindi language. 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.</p>
2.2.2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both 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. 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
2.2.3	<p>Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.</p>
2.2.4	<p>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the</p>



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	mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.
2.3	Through tender room or EProcurement
2.3.1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
2.3.2	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.
2.3.3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
2.3.4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.
2.3.5	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 accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
2.3.6	<p>Whenever specified /called in special /additional /tender specific remakes of tender the Bid Security/ Earnest Money Deposit (EMD)] is to be submitted by bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p><u>Modes of deposit</u></p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p> <p>b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p><u>Forfeiture of EMD</u></p> <p>(i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p><u>Others Instructions</u></p> <p>(i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>(ii) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) EMD shall not carry any interest.</p>
2.3.7	<p>1. 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.</p> <p>2. 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 of offer.</p> <p>3. 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</p>



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	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
2.3.8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
2.3.9	Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (https://supplier.bhel.in/). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
2.3.10	BHEL expects that the bidder responds 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 bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.3.11	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (https://bhel.com/tenders) and additional in https://eprocurebhel.co.in/nicgep/app for e-procurement tenders. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
2.3.12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
2.3.13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
2.3.14	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> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease the tender quantity in case where negotiation is being held.
3	Delivery Terms
3.1	Indigenous Purchase
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	Foreign Purchase — Imports
3.2.1	<ol style="list-style-type: none"> 1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) & Break-bulk Cargo at Mumbai (MPT - INBOM1). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4). 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. 6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.



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	<p>9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</p> <p>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years.</p> <p>9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</p> <p>9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</p> <p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>	
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>	
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)	
4.1	Name of the bidder's executive to deal with this tender / project	
4.2	E-mail address of the contact person	
4.3	Telephone no. of the contact person	
4.4	Name of location from where the goods shall be offered for inspection and dispatch	
5	Additional logistics information for Imports	
5.1	Bid currency	
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L	
5.3	Name of Airport in the country of dispatch for FCA delivery terms	
5.4	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)	
5.5	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)	
5.6	Approx. distance in km. from Bidder's works to Port of Loading	Sea port /Air port
6	Delivery Schedule & Completion date	
6.1	<p>i. 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.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.</p> <p>iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</p>	
6.2	<p>In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.</p> <p>For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).</p>	



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6.3	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.
7	Transit Insurance
7.1	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 Transit Insurance Policy. Bidder 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 bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
8.1	Notwithstanding anything contained in the contract, neither the Bidder 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 Bidder; 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 Bidder 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 Bidder 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 Bidder to claim any increase in the price on whatsoever account. 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.
9	Penalty for Late Delivery
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value. Total undelivered order value above shall be item wise, lot wise. Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply (Milestone delivery terms) , the LD clause will be separately mentioned in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	Indian Agents and Agency commission
10.1	BHEL prefers to deal directly with Foreign bidder, 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.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / 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 buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
10.3	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 bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.



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10.4	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.			
11	Documentation:			
11.1	Indigenous Purchase			
	<p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.</p> <p>1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter),</p> <p>2) Consignee copy of LR & 2 sets each of Packing list,</p> <p>3) Test certificate, Guarantee / Warranty certificate,</p> <p>4) O & M manuals (where applicable),</p> <p>5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.</p> <p>6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate</p> <p>7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure</p> <p>The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))</p>			
11.2	Foreign Purchase — Imports			
	<p>Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <p>1. Express / Original 'Clean on board' Bill of Lading / AWB.</p> <p>2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</p> <p>3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.</p> <p>4. One set of Original Test Certificates and O&M Manual where called for.</p> <p>5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</p> <p>6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:</p> <table><tr><td>AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)</td><td>DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in</td></tr></table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at mmfe.bpl@bhel.in</p> <p>7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). 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.</p> <p>In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <p>i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly mentioned on B/L or AWB.</p> <p>ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.</p>		AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in
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	<p>iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</p> <p>iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</p> <p>v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</p> <p>vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments.</p>
11.3	General
	<ol style="list-style-type: none"> For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
12.1	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 bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	Price Validity :
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	<p>With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above.</p> <p>The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount.</p> <p>Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.</p>
15.	Taxes & Duties - Foreign Purchase — Imports



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15.1	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 CFR / CIF price.
16	Payment Terms-
16.1	Indigenous: 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at 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 + 6% for the purpose of bid evaluation.
16.2	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.
16.5	Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	Inspection of Goods
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
17.2	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder'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 Bidder from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
17.3	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder 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.
17.5	REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following: a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL. Or b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.



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	<p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>e) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p> <p style="text-align: center;">Or</p> <p>f) In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.</p>
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
18.1	<p>Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder 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 Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder.</p> <p>In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.19.</p>
19.1	Evaluation and Loading Criteria:
19.1.1	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL/Landed cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes 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.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) 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 bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.</p>
19.1.2	<p>Common Loading factors (in case of deviation quoted by bidders)</p> <p>INDIGENOUS</p> <ol style="list-style-type: none"> 1) Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded to derive Total Landed cost to BHEL. 2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared separately in STC/ATC of particular tenders. <p>IMPORTS</p> <ol style="list-style-type: none"> 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. <p>COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"</p> <p>A. Loading on Deviated Penalty clause (LD) as per clause 9, A4 of GTC</p>



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	B. Loading for payment terms as per clause 16 –A of GTC
20	Variation of orders
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract
21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
22.1	<p>a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills.</p> <p>b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</p>
23	Safety clause for purchase orders
23.1	<p>The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection.</p> <p>The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected.</p> <p>If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.</p>
24	Non-Disclosure Agreement
24.1	<p>All Drawing and technical documents relating to the product or it's 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></p>
	<p>DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.</p>
25	Settlement of Disputes & Arbitration
25.1	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
25.3	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
25.4	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this</p>



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	<p>Contract. Administrative Mechanism for Resolution of CPSEs Dispute as stated in https://dpe.gov.in/guidelines/guidelines/chapters/2673.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."</p>
25.5	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
26.1	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 Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
28.1	<p>Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT, the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract. Performance security is to be submitted by the date specified in the contract. Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Forfeiture of Performance Security:</p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
28.2	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
28.3	Wherever the contract is for supply of Goods processed on labour basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted
28.5	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 also be in Foreign currency, so specified by the Purchaser
28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	<p>Bidder agrees to submit performance security required for execution of the contract within the time period mentioned.</p> <p>In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not</p>



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	submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	<p>Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) –</p> <p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the 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. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p> <p>It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.</p> <p>As per the OM No. F. No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.</p>
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	<p>In tender, participating MSEs quoting price within price band of L1+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 at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).</p> <p>A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p> <p>In case of indivisible tender, the full quantity shall be awarded to L1.</p>
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	<p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the 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 self-attested documents are to be uploaded on the portal.</p> <p>No benefits 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 self-attested documents are to be uploaded on the portal.</p>



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	<p>The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>																								
30	<p>Integrity Pact (IP) — Independent external monitors (IEM)</p> <p>For tenders in which integrity pact is applicable, following points stand valid :</p>																								
20.1	<p>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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial 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.</p> <div><div>Name: ----- Address: ----- E-mail : -----</div><div>} As indicated in NIT / enquiry</div></div>																								
30.2	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>NOTE: No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p>For all clarifications/ issues related to the tender, please contact:</p> <table><tr><td></td><td>(1)</td><td>(2)</td></tr><tr><td>Name</td><td></td><td></td></tr><tr><td>Landline No.</td><td></td><td></td></tr><tr><td>Mobile No.</td><td></td><td></td></tr><tr><td>Email</td><td></td><td></td></tr><tr><td>Dept.</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Fax</td><td></td><td></td></tr></table>		(1)	(2)	Name			Landline No.			Mobile No.			Email			Dept.			Address			Fax		
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31	<p>Fraud Prevention Policy : The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.</p>																								
32	<p>Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof :</p>																								
32.1	<p>Commitment by BHEL:</p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
32.2	<p>Commitment by bidder / Supplier / Contractor :</p>																								
32.2.1	<p>- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.</p>																								



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	<ul style="list-style-type: none"> - The bidder / supplier / contractor 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 and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL - The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.
32.2.2	<p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.</p>
32.2.3	<p>Preventive checks to eliminate suspected cartel formation between suppliers</p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines</p> <p>Declaration by Bidders</p> <p>We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____</p> <p>2.0 _____</p> <p>3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">(_____) For M/s _____ Seal and Sign</p>
33	<p>Public Procurement (Preference to Make in India), Order 2017</p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable</p> <p>For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-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 the 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.</p> <p>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</p>
34	<p>RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines</p>
34.1	<p>Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.</p>
34.2	<p>“Bidder” (including the term ‘tenderer’, ‘consultant’ or service provider’ in certain contexts means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons , or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.</p>
34.3	<p>Bidder from a country which shares a land border with India” for the purpose of this order means: -</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a county; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.



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34.4	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation –</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements. <ol style="list-style-type: none"> 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
34.5	<p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
34.6	<p>Model certificate for Tenders</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached]."</i></p>
35	<p>Conflict of Interest:</p> <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: 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/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; 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.</p> <p>There can be only one bid from the following:</p> <ol style="list-style-type: none"> 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 <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>



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	<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.</p> <p>Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>
36	<p>Breach of contract, Remedies and Termination</p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.</p> <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
37	<p>Option clause:</p> <p>The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</p>

Note:

1.0 Tender Specific conditions shall override relevant provisions of this GTC

2.0 In the event of any change as notified by Govt. of India same will supersede the relevant GTC clause.

ANNEXURE - V

ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date_____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM
PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert
Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

With reference to above referred contract, our following bills/invoices/claims
submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above
claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and
conditions of BHEL Conciliation Scheme, 2018 governing conciliation
through IEC. We have signed the same on each page and enclosed it for your
consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

(ANNEXURE - VI)

Duty Calculation after receipt of material at seaport (India)

Sr No.	Duty Structure calculation as applicable for MOA as UNDER MERIT /FULL DUTY			
1	Basic price (CIF value)	100		
2	Assessable Value	100		
3	Basic Custom Duty @ 10 %of (2)	7.5	Variable	Basic Custom Duty Rate depends upon the customs tariff
4	Social Welfare Surcharge @ 10% on BCD (3)	0.75		
5	IGST @18% on (2+3+4)	19.49	Variable	IGST Rate as per GST rate schedule
6	Total Duty without input tax credit (ITC) for IGST (3+4+5)	27.7		
7	Effective Duty with ITC (3+4)	8.25		

Declaration for Restrictions under Rule 144 {xi}

Of the General Financial Rules {GFRs}, 2017 - Dept. of Expenditure

OM No.6/18/2019- PPD dated 23.07.2020

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that M/sis not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that M/s fulfills all requirements in this regards and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached]."

(Company Seal & Sign)

Digital Signature for Vendor

About GePNIC®

e-Procurement software system (GePNIC®) is developed by National Informatics Centre, Ministry of Electronics & Information Technology as a product in consultation with Procurement Policy Division, DoE, Ministry of Finance for facilitating electronic Procurement in Government. It is used by – 30 States & Union Territories and over 600+ Central Government Procuring Entities.

Purpose of Document

This document displayed information for Obtaining Digital Signature by foreign vendors.

As per the IT ACT 2000, all bidders who participate in the online bidding process in this site should possess a valid “Digital Signature” issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>).

Digital signature certificate is required as part of the two-factor authentication as well as signing of bid documents while working with eProcurement portal.

The specification of digital signature certificate is: Digital Signature Certificate (Signing usage only) of type Class 3 issued by any Certifying Authority (CA) under Controller of Certifying Authorities (CCA) of India.

“Certifying Authorities” under CCA are issuing Digital Signature to Foreign Vendors. As on date 20th May 2021, below are the names of the vendors issuing DSC to Foreign Vendors

- ❖ Capricorn Identity Services Pvt. Ltd. (www.certificate.digital/)
- ❖ eMudhra (www.e-mudhra.com/)
- ❖ Sify Technologies Limited (www.sifycorp.com)
- ❖ VSIGN (www.vsign.in/)

Procedure for Obtaining Digital Signature by Foreign Vendors

As of now, it is learnt that eMudra and Sify Technologies Limited issue DSCs with the following procedure. Generally, the documents that are required to be submitted by Foreign Nationals are as follows:

1. Email id, mobile number, photo, scanned copy of proof of identity and scanned copy of proof of address are required to be submitted.

2. Foreign Individual:

- a) For identity proof, the scanned copy of Passport/Local Govt issued identity/PAN/OCI passport can be submitted.
- b) For the address proof the scanned copy of passport/OCI passport/local government issued id having address/bank details having address/any utility bills in the name of applicant issued within three months, or document issued from embassy with residential address can be provided.

3. Foreign Organization:

- a) Scanned copy of organisational id, organisational email id, mobile number, organisational address and letter of authorization from organisation are required.
- b) For the proof of organisational existence, publically verifiable and listed/recognized by local government reference of organisation in database/registry shall be provided.
- c) If the organisation is already registered/empanelled in government organizations of India, then the scanned copy of the letter of request issued from Indian government organisation with the details of DSC applicant can be accepted as address proof/existence of organisation for DSC issuance. Bank account statement in the country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country, where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.

Note: The Information given by the vendors is attached for facilitating the Foreign Nationals to procure DSCs from the Indian CA authorized vendors for information purpose only as shared by the respective CA's.

Please visit respective CA's websites for detailed and latest information on procurement of DSC.

Make in India Certificate

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent clarification No P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04.03.2021, we hereby certify that we **M/s** _____, are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above order for the material against **Enquiry No.** _____.

Details of location at which local value addition will be made is as follows:
_____ (Place).

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition.

(Vendor's Seal & Sign)

Technical PQR for Procurement of Multi-passage Rotary Union (For Kaplan Turbine)

Date: 06.06.2024

Following are the minimum eligibility requirements for considering the vendors for the supply of Multi-passage Rotary Union (for Kaplan Turbine).

Sl. No.	Description of Pre-Qualification Requirements	Vendor response	
		Complied	Bidders to submit following documents in compliance to PQR
1	Manufacturers with experience of manufacturing and supply of Multi-passage Rotary Union for same application in Kaplan Turbine with 10 MPa (min.) oil pressure or similar application having 187.5 rpm (min.) continuous rotation with 10 MPa (min.) oil pressure, supplied within last 15 years and which is in successful operation.	Yes / No	1) Copy of unpriced PO (Minimum One PO) with any one of the following supporting document: <ul style="list-style-type: none"> • Completion Certificate • Invoice copy • Delivery challan 2) Declaration from OEM regarding successful operation of the Multi-passage Rotary Union supplied against PO furnished at Sl. No. – 1.
2	Agents / Subsidiaries of manufacturers are also allowed to take part on behalf of their principals. Experience of the principal / main manufacturer as per S. No. – 1 above, which is part of vendor's offer shall be considered for evaluation.	Yes / No	1) Agents / Subsidiaries to furnish valid tender specific authorization letter from principal / OEM. 2) Copy of unpriced PO (Minimum One PO) with any one of the following supporting document: <ul style="list-style-type: none"> • Completion Certificate • Invoice copy • Delivery challan 3) Declaration from OEM regarding successful operation of the Multi-passage Rotary Union supplied against PO furnished at Sl. No. – 2.
3	Manufacturers or subsidiaries should have a Quality Management System (QMS) of their product / process / supply / service etc. Alternatively, ISO 9001-2015 or compliance with any other norms / standard should be existing.	Yes / No	QMS of manufacturers or subsidiaries with valid document highlighting their compliance is required at the pre-qualification stage.

Note:

1. Compliance to above Pre-qualification requirements are mandatory. In the absence of compliance of above requirement vendor PQ application is liable to be rejected. Technical bid of only those vendors shall be opened who meet – qualification criteria stated above
2. BHEL has right to verify information / confirmation furnished by asking additional documents, proofs etc.
3. The reference date for 15 year experience shall be the date of enquiry.
4. In case of authorized representative, experience of only the principal shall be considered for evaluation.


अनुज रायजादा
वरि. प्रबंधक (अभिकल्प)
एच. टी. ई. विभाग
बी. एच. ई. एल. नेपाल

(Alok Kumar Bharti)
(DGM)

(Harish Kumar)
(DGM)

(Shivendra Kumar)
(Sr. DGM)

(Tejpal Singh Saini)
AGM – HTE (HoD)

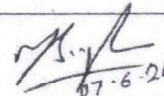
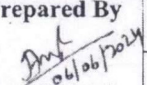
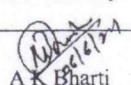
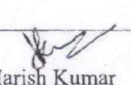
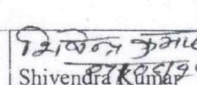
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<u>PURCHASE SPECIFICATION FOR MULTI-PASSAGE ROTARY UNION</u> (FOR KAPLAN TURBINE)		

1. SCOPE OF SUPPLY

- 1.1 Multi-passage rotary union for supply of pressurized oil to servomotor of KAPLAN turbine blade turning mechanism. Refer **Annexure-I** and **Sketch-1** for major design input parameters and interface details for specific project & enquiry.
- 1.2 **Spares:** As per **Annexure-II** for specific project or as specified in the BHEL's enquiry.
- 1.3 Apart from the main Rotary Union the scope of supply broadly includes the following items:
- Mounting flange and hardware.
 - Flexible hose pipe assembly for opening, closing and leakage port along with blank flanges, hardware & seals.
 - Air release port with plug (if required).
- 1.4 **Tools:** Set of special tools required (if any) to be compulsorily supplied.

2. DESCRIPTION

- 2.1 Oil operated multi-passage rotary union is required for operating hydraulic cylinder (servomotor) of blade turning mechanism of Kaplan runner. Oil at system oil pressure (as given in **Annexure-I**) would be used for opening and closing. The union shall also have provision for passage of leakage oil through a separate port.
- 2.2 Vendor to design rotary union based on the oil pressure and other design inputs as mentioned in the **Annexure-I** and **Sketch-1**.
- 2.3 Rotary union should be capable to take up the axial and wobbling loads in operation.
- 2.4 Main sealing should be balanced by pressure compensated Journal seals, and support sealing with NBR / impregnated PTFE seals to provide very low running friction.
- 2.5 Rotary union should have proven design and geometrical accuracies of concentricity & perpendicularity of moving and stationary components, so as to ensure trouble free operation.
- 2.6 There should be no oil spillage to the surroundings, all the leakage oil should be routed back to the OPU (Oil Pumping Unit) without any loss and contamination.

Rev. No.	Date of Rev.	Remarks	Approved By			
01	06.06.2024	Scope of supply updated.	 Tejpal Singh Saini / AGM – HTE (HoD)			
			Prepared By	Checked By		
			 Anuj Raizada (Sr. Mgr.)	 A K Bharti (DGM)	 Harish Kumar (DGM)	 Shivendra Kumar (Sr. DGM)
			Date of First Issue : 05.09.2023			
			Saved in server as no. 4209900278			

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<u>PURCHASE SPECIFICATION FOR MULTI-PASSAGE ROTARY UNION</u> (FOR KAPLAN TURBINE)		

- 2.7 Sealing technology adopted by the vendor shall be proven and it should have uninterrupted long service life.
- 2.8 Pipe-C, i.e. pipe for Runner servomotor feedback cum leakage oil shall also have reciprocating motion along with rotation as shown in Sketch-1.
- 2.9 Rotary union should have provision for mounting of Mechanical position indicator / MLDT based Position sensor (in BHEL's scope), which shall be connected with the Pipe-C for runner blade position feedback signal transmission to the SCADA system.

3. MATERIAL AND STRESS CONSIDERATION OF MAJOR COMPONENTS

1. Components exposed to atmosphere shall be of stainless steel or steel with suitable corrosion resistant coating.
2. Components shall be designed to have factor of safety of 3 (minimum) over yield strength of materials at full design pressure.
3. Selection of materials of sealing mechanism and part subjected to wear shall be to the discretion of the supplier to ensure reliability and long service life of the union.
4. SS corrugated hose pipes shall be of reputed make.


4. PAINTING & PROTECTION

Painting and protection shall be as per manufacturer's standards.

5. DOCUMENTATION

5.1 Along with offer

- OGA drawing of rotary union showing overall dimensions, material of major components, design pressure, test pressure & technical details.
- **List of deviations**
If the vendor is unable to fulfill any requirements mentioned in our purchase specification then a list of deviations is to be prepared by the vendor and the same should be submitted along with the offer. Otherwise, it will be understood that the vendor is meeting all the requirements specified in the specification and no deviations will be allowed at the time of delivery.
- **Filled-in and signed check list**

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<u>PURCHASE SPECIFICATION FOR MULTI-PASSAGE ROTARY UNION</u> (FOR KAPLAN TURBINE)		

5.2 After placement of order

- QA plan for approval by BHEL / BHEL's customer.
- Detailed OGA of rotary union with overall dimensions, technical details and complete BOM (with description, material, make, unit weight & quantity).
- Calculations of major components for BHEL's reference.

IMPORTANT

1. *Manufacturing / procurement of components shall commence only after approval of drawing and QA plan by BHEL.*
2. *During evaluation of drawing submitted by the vendor for approval; modifications / additions which are required for satisfactory functioning of the rotary union and which are required in line with this specification, shall be carried out by the vendor without any price repercussion.*

5.3 At the time of supply of equipment

- 3 copies of O & M manual.
- Test certificates / test reports / inspection records, performance test certificates / guarantee certificates & material TCs.
- Shipping / Packing Lists of the components being supplied.
 - 3 copies to BHEL.
 - 1 copy inside each case / package.

Note: *The shipping lists should contain following information for each case /package.*

- List of items contained in the case giving drawing / catalogue no., item no. of BOM, description of item and quantity.
- Case number, dimensions of case, and gross weight of case, net weight of items.

6. GUARANTEE PERIOD

As per BHEL GTC.

7. COMPLETENESS OF EQUIPMENT

Vendor to give compliance certificate stating that the equipment has been manufactured as per the purchase specification in all respects.

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<u>PURCHASE SPECIFICATION FOR MULTI-PASSAGE ROTARY UNION</u> (FOR KAPLAN TURBINE)		

8. INSPECTION & TESTING

- 8.1 Vendor should have requisite in-house facilities to conduct all functional tests of the rotary union at actual design condition at his works and these functional tests including leakage shall be witnessed by BHEL / BHEL appointed TPIA as per BHEL approved QAP.
- 8.2 Functional test certificate, Material test certificates and dimensional reports are required to be submitted.

Note:

Testing to be done by pressurizing the individual ports at rated pressure and measuring the leakage through the open ports and drain port. The total leakage to be within 1% of the rated flow at 40 ± 2 degree Celsius temperature using specified oil grade at the rated operating pressure.

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<u>PURCHASE SPECIFICATION FOR MULTI-PASSAGE ROTARY UNION</u> (FOR KAPLAN TURBINE)		


ANNEXURE-I**Major design input parameters**

(To be filled by the indenter)

S.No.	Parameter	Value	Unit
1	Hydraulic cylinder stroke	187.5	mm
2	Opening time for full stroke	20	sec
3	Closing time for full stroke	30	sec
4	Operating Pressure	100	kg/cm ²
5	Test Pressure	150	kg/cm ²
6	Operating speed	187.5	rpm
7	Runaway Speed (On-cam)	385	rpm
8	Oil Grade	ISO – VG – 46	
9	Degree of Oil filtration	10	micron
10	Operating Temperature Range	2 to 50	°C
11	Maximum Flow rating	450	lpm
12	Max. Permissible leakage at rated / operating pressure	1% of rated lpm	lpm
13	Port connections & Mounting Interface	Refer Sketch-1	
14	Size of Pipe – A	250 NB Sch-80	
15	Size of Pipe – B	150 NB Sch-80	
16	Size of Pipe – C	80 NB Sch-80	
17	Size of Pipe – P1	65 NB Sch-80	
18	Size of Pipe – P2	65 NB Sch-80	

Name of project: Chilla HEP (RMU)

Purchase Indent No. 240246040


 अनुज रायजीदा
 वरि. प्रबंधक (अभिकल्प)
 वी. एच. ई. एल. विभाग
 Sign and seal of BH&E's designer

Date 08.06.2024

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<u>PURCHASE SPECIFICATION FOR MULTI-PASSAGE ROTARY UNION</u> (FOR KAPLAN TURBINE)		Page 6 of 8

ANNEXURE – II**LIST OF SPARES**

One set of spares comprising of the following items:

Sl. No.	Description	Quantity
1	Set of all seals used in rotary union	1 Set

(Here one set means quantity required for one rotary union)


Name of project : Chilla HEP (RMU)

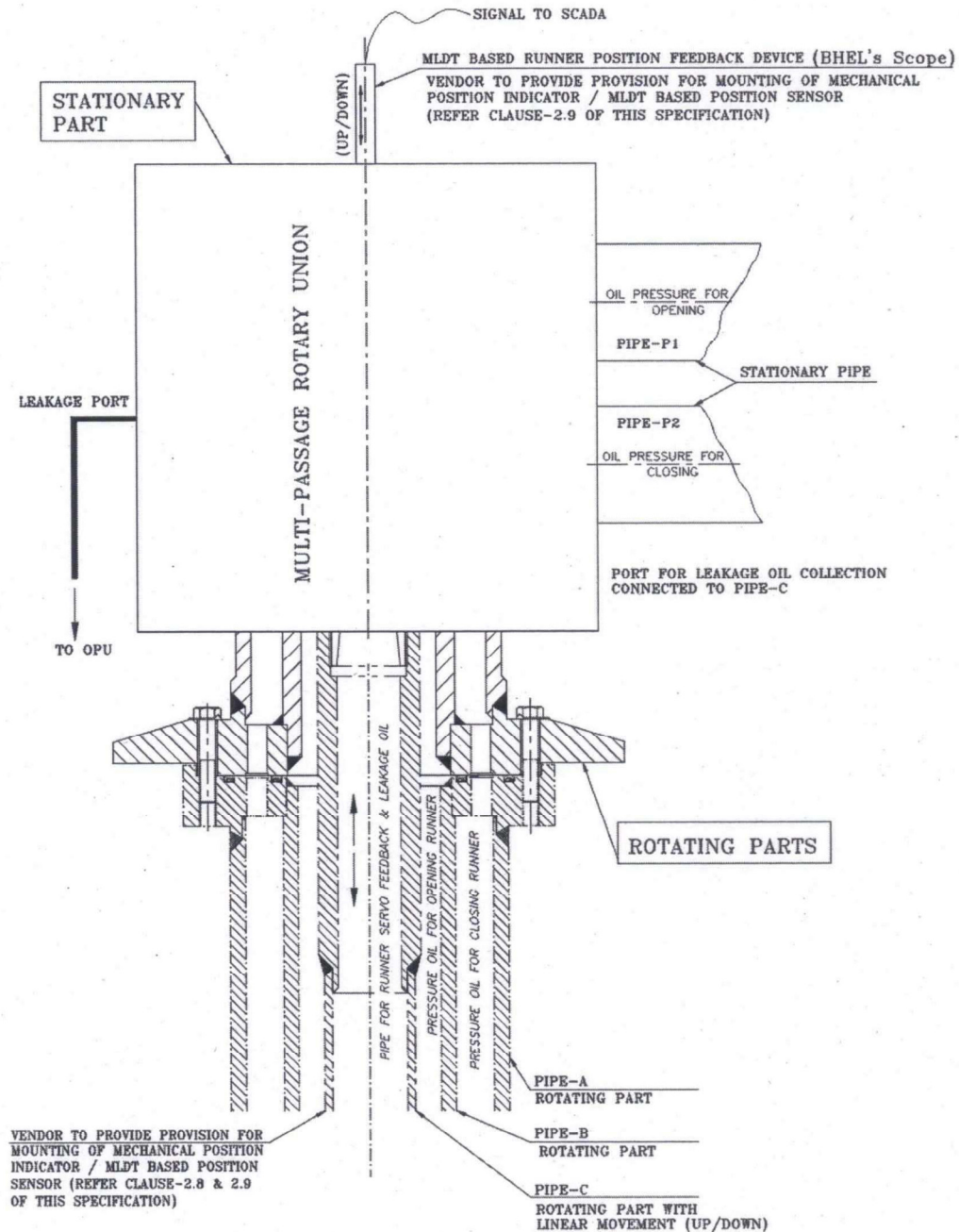
Sign and seal of BHEE's designer :


Purchase Indent No. 240246040

Date 08.06.2024

Dmk
14/6/24
अनुज रायजादा
वरि. प्रबंधक (अभिकल्प)
बी. एच. ई. एल. विभाग

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SKETCH-1

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<u>PURCHASE SPECIFICATION FOR MULTI-PASSAGE ROTARY UNION</u> (FOR KAPLAN TURBINE)		

CHECK LIST

(To be filled-in and submitted by the vendor along with the offer)

Sl. No.	Description	Vendor's comments
1	Rotary union shall be supplied as per BHEL's enquiry and this purchase specification	Yes
2	Rotary union should have provision for mounting of Mechanical position indicator / MLDT based Position sensor (in BHEL's scope)	Yes
3	Attached QA plan shall be followed.	Yes
4	During evaluation of drawing submitted by the vendor for approval; modifications / additions which are required for satisfactory functioning of the rotary union and which are required in line with this specification, shall be carried out by the vendor without any price repercussion.	Agreed
5	Manufacturing shall start only after approval of drawing and QAP	Agreed
6	Deviations (if any)	Nil

BHEL's enquiry no. & date _____

Name of the project _____

Signature and stamp of vendor _____

<i>[Signature]</i>	<i>[Signature]</i>	Prepared by	Approved by
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TO BE COMPLIED BY (VENDOR'S
OC REPRESENTATIVE)

Note 1: This QAP is a part of BCP purchase specification. Compliance with this QAP does not absolve the vendor from their responsibility of design, manufacture and supply as per purchase specification

Note 2: In case of any discrepancy / interpretational issue, BHEL Specification and Drawing shall be binding.

Note 3: The QAP states bare minimum testing requirement, which vendor is expected to fulfill. Any test not mentioned in the QAP, but a part of drawing or specification, is to be carried out and internal documents for the same shall be submitted.

Note 4* Suitable packing in wooden box with fully protection shall be applied.

Note 5: Documentation to essentially include: (a) MTC (b) Pressure Gauge Calibration (NABL) (c) Guarantee Certificate (GC) (d) OEM manual (g) CQIR