

OPEN TENDER ENQUIRY CHECKLIST
DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT
Enquiry No. 7710844E dated 05-JAN-2022

Sl. No.	Document Name	Vendor Confirmation (Filled and Signed copy to be submitted along with Techno Commercial Offer)
01	Annexure A COVERING LETTER	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
02	Annexure B GENERAL TERMS & CONDITIONS (FOR GUIDANCE TO THE SUPPLIERS)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
03	Annexure C COMMERCIAL TERMS AND CONDITIONS - INDIGENOUS	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
04	Annexure D Confirmation to CEBG & PBG format	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
05	Annexure E SPECIFICATION DEVIATION DISPOSITION REPORT	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
06	Annexure F UN PRICED /PRICE OFFER FORMAT	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
07	Annexure G Online SRF	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
08	Annexure H Make In India declaration Format	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
09	Annexure I PAYMENT MECHANISM	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
10	Annexure J INTEGRITY PACT	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
11	Annexure K PQR – FINANCIAL SOUNDNESS	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
12	Annexure L Land Sharing countries GFR 2017 Rules amendment declaration form	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
13	Technical PRE-QUALIFICATION REQUIREMENT – REF:- PTP: Sagardighi (1x660 MW) Rev 0 dt 15.11.2021	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
14	TECHNICAL SPECIFICATION NO. ROS: 6323 Rev 00	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
15	Quality evaluation requirements and QAP / QP / MQP Customer Sample Format / ANNEXURE – Q, INSPECTION CHECK LIST	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant
RANIPET – 632 406, Tamil Nadu, India
PURCHASE – WATER SYSTEM

ANNEXURE - A

DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT

Enquiry No. 7710844E dated 05-JAN-2022

To All Bidders

Dear Sir / Madam,

Please submit your **MOST COMPETITIVE** quotation on **FIRM PRICE** basis, subject to our terms & conditions in the various annexures attached herein for the below listed materials so as to uploaded on or before the due date and time.

[Requirement with Delivery date-FOR MAIN SUPPLY \(Order will be released by BHEL BAP Ranipet\):](#)

Enquiry Sl. No.	Description & material Code	Unit	Qty.	Delivery Date
001	RWT111150001 DESIGN, ENGINEERING, MANUFACTURING & SUPPLY OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. (Design, engineering, manufacture, fabrication, assembly, inspection and testing at vendor's & sub- vendor's works, painting, commissioning spares along with spares for erection and commissioning, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, unloading, handling & transportation at site on FOR site basis, preparation & submission of "As Built" drawings)	ST	1.00	Within 09 Months from the date of CAT-I Approval of all Documents / Manufacturing clearance, whichever is Later.
In the event of order vendor should confirm the submission of BBU (Billing Breakup) for the complete system supply with break up for each line item as well as quantities with value.				

[Requirement with Delivery date-FOR SERVICES \(Order will be released by BHEL PSER Kolkatta\):](#)

Enquiry Sl. No.	Description & material Code	Unit	Qty.	Delivery Date
002	RWT111160001 ERECTION & COMMISSIONING OF PT PLANT AS PER TECH SPEC NO. ROS: 6323 R00. (Erection & Commissioning, trial run, PG test at site and handing over)	ST	1.00	Complete within 6 months from Site Readiness which will be informed by BHEL.



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant
RANIPET – 632 406, Tamil Nadu, India
PURCHASE – WATER SYSTEM

In the event of order vendor should confirm the submission of BBU (Billing Breakup) for the complete system supply with break up for each line item as well as quantities with value.

Both Items will be compared on PACKAGE Basis & Order will be placed on a Single vendor who is the lowest (L1) on PACKAGE basis.

BIDDERS SHALL CAREFULLY READ THE FOLLOWING ANNEXURES / NOTES AND SHALL QUOTE THEIR BEST COMPETITIVE PRICE.

PLEASE REFER TO,

- 01 Annexure A COVERING LETTER**
- 02 Annexure B GENERAL TERMS & CONDITIONS (FOR GUIDANCE TO THE SUPPLIERS)**
- 03 Annexure C COMMERCIAL TERMS AND CONDITIONS - INDIGENOUS**
- 04 Annexure D Confirmation to CEBG & PBG format**
- 05 Annexure E SPECIFICATION DEVIATION DISPOSITION REPORT**
- 06 Annexure F UN PRICED /PRICE OFFER FORMAT**
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- 10 Annexure J INTEGRITY PACT**
- 11 Annexure K PQR – FINANCIAL SOUNDNESS**
- 12 Annexure L Land Sharing countries GFR 2017 Rules amendment declaration form**

TECHNICAL ENCLOSURES AS PER FOLLOWINGS:

13 Technical PRE-QUALIFICATION REQUIREMENT – REF:- PTP: Sagardighi (1x660 MW) Rev 0 dt 15.11.2021

14 TECHNICAL SPECIFICATION FOR PRE TREATMENT PLANT - SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT - ROS: 6363 Rev 00 (Total No. of Pages – 651).

15 Quality evaluation requirements and QAP / QP / MQP Customer Sample Format / ANNEXURE – Q, INSP CHK 001 REV 00

Important Instruction to Bidders:

- 1. All the items will be procured from a single vendor only & all the Items will be compared on PACKAGE Basis & Order will be placed on a Single vendor who is the lowest (L1) on package basis. Hence please quote for all the items including services. Incomplete offers will be rejected.**
- 2. Vendors shall go through the “Pre-Qualification Requirement” & furnish Qualification Data sheet duly filled in along with Techno-Commercial offer. Offers received without this requirement will be summarily rejected & such offers will not be processed further.**
- 3. Price bid opening will be considered subject to techno commercial confirmation and acceptance by BHEL, Ranipet & also approval from our customer: M/s. WBPDCS SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT**
- 4. Price Bid opening will be done through Reverse Auction method (English method).**

Name of the Project - Sagardighi Thermal Power Station (1X660 MW) Unit-5, phase-III.

Site Location - Manigram village, Sagardighi, Raghunathganj sub-division, Murshidabad District, West Bengal.



ANNEXURE –B
GENERAL TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

a) Invitation for bid

Tenders are invited through electronic mode from eligible suppliers in case of open tenders and from suppliers to whom the enquiry is addressed in case of Limited / Single Tender.

The offers shall be posted into the system before the date and time specified in the tender.

The offer shall be sent on single part / two part / three-part basis as specified in the main tender document.

Bids shall be submitted through BHEL's e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>) only.

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 0120-6277787; email: support-eproc@nic.in These details are also available on 'Contact Us' page of the portal.

To participate in a tender, you need to login to the portal. You must be an approved registered user. If you are not a registered user, you can register yourself by clicking upon the "Register" link. You need to have a valid login id and password to login to the portal. Enter your login id, password and click on Login button after Login, you need to select your digital signing and encryption certificates certificate.

Typical documents that would be required as part of tender submission would be

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **Filled-in BHEL's Standard Terms & Conditions** as per Annexure enclosed with the Tender Document,
- d) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- e) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- f) Where asked for, **Client list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- g) Suppliers can also upload their credentials by way of submission of Performance certificate/s issued by their customer/s detailing the quantity supplied and specification along with the un-priced PO copies and proof of supply along with the offer.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

- h) **Bidders who are not already registered with BHEL Ranipet** are requested to submit the Supplier Registration Form (SRF) online (<http://supplier.bhel.in/>) for evaluating and registering as an approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation /



registering the Supplier. Don't send hardcopies of SRF to BHEL-Ranipet, **only** online submission is accepted. This registration process is a separate / parallel activity, not a mandatory one and do not mix-up with submission offers.

Note

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry Material Specification, such offers would not be considered for evaluation and would be rejected.

Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template).

Offer/s from within India shall be submitted along with the applicable HS Number and the applicable Goods & services Tax (GST) for each quoted item, failing which the purchaser will not be liable for payment of such taxes and duties. Our GST No: **33AAACB4146P2ZL**.

- (iv) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms are to be indicated clearly in the offer.
- (v) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.
- (vi) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.
- (vii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days.
- (viii) **Offers sent by FAX / E-mail:** would not be entertained.
- (ix) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- (x) Registration process for items required by BHEL is always open at <https://supplier.bhel.in>. Prospective suppliers (including MSEs & owned by SCs/STs) may visit this site and apply for registration in the respective Unit.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.

Note

- (i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).



- (ii) Unless otherwise specified as a part of the tender condition, No Price Variation Clause will be entertained and No advance payment will be made by BHEL.
- (iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.
- (iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.
- (v) The quotation should be valid at least for a period as mentioned in the commercial terms from the tender opening date.
- (vi) Indian bidders should submit the prices in Indian Rupees only.
- (vii) Foreign bidders may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.
- (x) Indian Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Stores or BHEL Project Site as specified in the tender requirement. Foreign Suppliers shall quote on CFR Chennai Seaport Delivery and Insurance will be in BHEL's scope. No other delivery terms shall be acceptable. Shipment shall be arranged by the Seller on *Liner in / Liner out basis*. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.
- (xi) Where the cargo is containerized, Container washing charges, stuffing charges and / or any other such charges would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier.

B] Opening of Offers

- a) **Tenders can be submitted up to time and date as mentioned in the enquiry document or subsequent corrigendum (if any). Part I will be opened on the scheduled day and time. Part II opening will be informed to techno-commercially qualified vendors.**
- b) Price Bid opening will be done through e-mode / Reverse Auction method (English method) as mentioned in the enquiry commercial terms. All tenderers would have to specifically give their acceptance for this in their bid/s.

Note

- (i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.
- (ii) In exceptional circumstances, at its option, BHEL may consider extending the due date/s for the tender openings for reasons such as (but not limited to) paucity of offers etc. However, sufficient notice would be given by BHEL for such extension.
- (iii) Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.



(iv) BHEL reserves the right to increase or decrease the tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be as specified in the tender terms.

If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as follows: 70% quantity being ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder/s excluding H1, who accepts the L1 price. However, the final decision to split the order rests with BHEL only.

In the event that the other than L1 suppliers do not accept the L1 price, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening.

Notwithstanding the quantum of split that may be indicated in the main body of the enquiry, bidders are advised to note that the splitting of the orders will be decided by BHEL after the evaluation of the techno-commercial and price bids.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole.

C] Evaluation of Offers

Note: The evaluation currency for this tender shall be INR.

a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.

b) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.

e) For evaluating the overseas offers, CFR Chennai Sea Port price quoted will be taken into account. The cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and LC charges etc.,

f) Deleted.



- g) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- h) BHEL reserves the right to reject an offer due to unsatisfactory performance during tender finalisation / execution of a contract at any of BHEL projects / units in the past or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.
- i) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.
- j) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial / Unpriced bids. 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. This exchange rate will be followed till placement of order. Tenderers may please note that even if an impact price is taken as in (d) for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- k) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.
- l) BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked offered at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.
- m) Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of its group companies, concerns or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/ common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition, then all the offers received from the group companies would stand rejected. If such relationship is found at a later date where the Purchase Order has been issued, then BHEL would cancel the Purchase Order and initiate suitable action/s under the contract/s including but not limited to invoking the Risk Purchase clause of the order and other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings. (Please see clause L sub-clause c).
- n) For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 18.09.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT and subsequent amendments. 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.

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>

D] Execution of the Order

a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. In the case of inspection being carried out by a third party inspector (TPI) as per the extant practice, the TPI would forward the Inspection Report (IR) along with Test Certificates and other related documents to the Quality Assurance (QA) Department of BHEL. The QA department after scrutinising the report/s submitted by the TPI would issue the Material Dispatch Clearance Certificate (MDCC). Suppliers are hereby informed that materials should be dispatched only after getting the MDCC, failing which the materials may be rejected on receipt at BHEL Stores.

b) In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.

c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date after getting the MDCC.

d) The final inspection for acceptance will, however be carried out at BHEL's works at Ranipet.

e) The contract delivery date is the date of receipt at BHEL Stores/Site for suppliers in India, applicable in the case of FOR Destination Contracts.

For ex-works contracts or FOR dispatching station indigenous contracts, the date of the Lorry way bill issued by the authorised transport carriers of BHEL / Railway Receipt / Courier Way bill / Airway bill or any such dispatch documents of carriage approved by BHEL would be considered as the Contract Delivery Date. In the case of CFR contracts with overseas suppliers, the B/L date shall be taken as the Contract Delivery Date

f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.



g) The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards and as per BHEL TDC.

h) Foreign suppliers shall dispatch on CFR agreed Sea-Port basis, according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL stores basis only. Unloading the materials at BHEL Stores would be to the account of BHEL only.

i) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.

k) Terms of payment: Refer commercial terms of enquiry. If not specified in commercial terms, then following will be followed.

k.1) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: For non-MSE suppliers 100% payment made directly through EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 90 days from the date of acknowledgement of receipt of materials at destination specified. If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms**

w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.

k.2) For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 45 days from the date of acknowledgement of receipt of materials at destination specified. **Vendors to get themselves registered in Udyam registration Portal.** The existing Micro & Small vendors are to submit copy of CA certificate along with Udyog Adhar Registration Certificate.

l) NOTE:

Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing a copy of the acknowledged despatch document (LR/RR/Courier receipt etc.).

If the Bidder is bidding for the first time and wants to be considered as an MSE then, the Bidder shall submit document evidencing that they are an MSE along with a certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or upload it as a part of the tender document in the e-procurement portal. Where the document is submitted electronically a hard copy shall invariably be sent within a reasonable period (not exceeding 30 days) from the bid opening date for the purpose of BHEL's records. If the hard copy is not received within this specified time, then the supplier would be treated as a non-MSE. BHEL will not be responsible for any postal / courier / delivery delays.

For approved vendors the status as on the date of the bid opening as available with BHEL Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.



Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. Documents submitted after Bid-opening will not be considered in this tender. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

For approved suppliers, in case of any change in the MSE status, 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, Ranipet 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 would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. Similarly, if a supplier claims MSE status after the Part I bid opening, then the same would not be considered in the tender.

In case after the bid opening it is seen that non MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL may counter offer the L1 prices for full package to eligible MSE vendor who are within the +15% band of L1.

Other concessions for MSEs / Reserved sectors (Also for women owned MSEs and MSEs owned by SC/STs)

In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender conditions. ii) Foreign Suppliers "100% thru' irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid up to the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. **BHEL would load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.**

m) Any incidence of tax like Income tax, Goods & Services Tax (GST) and Withholding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)

n) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at BHEL Stores."



E] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of 10% PLUS applicable Goods & Services Tax (GST). The contract delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Contract and the date of dispatch clearance given by BHEL for overseas suppliers. For ex-works or F.O.R dispatching station contracts, the date of the dispatch document will be reckoned as the date of delivery for computing the LD. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. It is taken by BHEL that Foreign Suppliers have confirmed their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL's contract requirements, unless otherwise specified the LD would apply on the undelivered portion of the contracted items. **In the event that a Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.**

F) Miscellaneous

i) Role of Principals and Agents:

BHEL will deal directly with indigenous manufacturers only.

BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.

BHEL will not enter into any correspondence with an Indian Agent.

The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like.

In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:

It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender.

An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form a part of the techno-commercial offer.

A Principal shall authorise only one Agent to quote against each BHEL's tender. In the event a Principal authorises more than one agent to quote against a BHEL's tender, then all such offers will be rejected by BHEL in that tender. Principals are also advised to include BHEL's tender Number / Reference in their authorisation issued to the Agent.

If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender inquiry.



BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the tenderer.

BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL.

Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM.

Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.

In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk.

BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

In the event of the foreign principal engaging an Indian Agent:

a) The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno commercial bid.

b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The CFR price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and

d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).

a) Unconfirmed irrevocable Letter of Credit at Sight only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. Also L.C will be opened in Lots in line with the staggered delivery.

b) All Bank charges out side India are to the Supplier's account and within India to BHEL's account.



c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

iii) Other terms & conditions for letter of credit: - Documents for negotiation

a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)

b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.

c) One set of Original and two sets of Non-negotiable copies of 'signed', 'unmarked', 'clean on board' Ocean Bill of Lading, showing Shipper as "Government of India" Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.

d) Packing list in 4 copies in English, indicating Size Wise Number of bundles / pieces shipped and weight.

e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.

f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:

1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, 6th Floor, EVR Periyar Bldg. No 690 (Old 474), Anna Salai, Nandanam, Chennai-600035. India. (Phone: +91-24330931, 24330253; e-mail: pbpwar@bhel.in)

2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.

3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.

4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority

5) The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and

6) Copy of Dispatch Clearance / Instruction issued by BHEL.

iv) Documents to be sent directly to the Purchaser prior to shipment

a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.



- b) Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 12 months from the date of acceptance of the materials at BHEL stores or 18 months from the date of dispatch whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) which will be raised by BHEL.
- c) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and
- d) Any other documentation as specified in the Purchase Order.

y) Conditions for transportation:

- a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date. b) Transshipment is to be avoided.
- c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.
- d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.
- e) The transport document must contain all the conditions of carriage on the original document.
- f) The transport document must not indicate the place of destination as being different from the port of discharge.
- g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
- h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.
- i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.
- j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.
- l) Indian suppliers shall dispatch the materials on freight prepaid and on door-delivery basis (FOR Destination – Destination: BHEL Stores) and
- m) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”. Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.



G) Reverse auction (RA) / on-line bidding on internet:

1. Decision to go for RA would be taken before floating of the tender and will be specified in the enquiry commercial terms.

In case it is decided to go for RA, following may be referred to:-

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

Bidders are advised to read the RA guidelines published in BHEL portal www.bhel.com.

<https://www.bhel.com/sites/default/files/Guidelines%20for%20Reverse%20Auction%20-%202021%20-%20Abridged.pdf>

H] Force Majeure

If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

I] Cancellation of Order:

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies." BHEL reserves the right to initiate the alternate purchase action at the cost and risk of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action.



J] Contract Execution Bank Guarantee:

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be submitted for a value of 2% of the Purchase order within 30 days from issue of PO. CEBG will be returned after submission of 10% PBG/BG.**

Suppliers who are already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG.

Performance Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. Overseas suppliers can submit the PBG from any of the reputed International / National Bankers. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. **The PBG shall be submitted for a value of 10% of the Purchase order along with the first invoice.**

The supplier/s have to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

K] Post-order submission of documents for approval

In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders have to submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations etc. These documents for approval have to be submitted within the agreed timelines between BHEL and Bidder. Normally the time period for submission for approval is 15 days from the date of receipt of the LoI / PO by the supplier. The actual time period within which the documents have to be submitted for approval would be specified in the LoI / PO.

Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders have to give their specific acceptance for this.



After approval of such documents and after getting clearance from BHEL, only the items ordered can be taken up for manufacture.

Any changes required by BHEL / Customer etc. in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes.

In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to alternate purchase action at the risk and cost of the Bidder under the Risk Purchase Condition of the Purchase Order.

Note: After receiving the LoI / PO, supplier shall also forward the acknowledgement / acceptance of the LoI / PO by signing and returning the second copy of the LoI / PO as the token of acceptance.

L] Others

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the tender issuing officer.

b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum. c)

Suspension of Business dealings with Suppliers:

(i) Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and accepted the above said policy.

ii) Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

If any of the Bidders have unexecuted order/s with BHEL and if in such orders, the deliveries have been delayed beyond a reasonable period (say 30 days of agreed delivery period), the offer of such Bidders will also be liable for rejection.

Offers of such of those bidders against whom action for suspension of business dealings has been initiated by BHEL, Ranipet or any other Units/Division of BHEL will also not be considered in this tender.

d) Fraud Prevention Policy:

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website



<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

e) **Applicability of Integrity Pact:-**

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) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.No	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid(Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM(s).All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

For all clarifications/ issues related to the tender, please contact:

Name: (1) (2)

Dep't: Address:

.....

.....

Phone:(Landline/Mobile) (1) (2)

Email:

Fax:

Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 02 Crores.

Format of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers.

f) If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal



proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.

g) The laws governing this transaction shall be the laws in India.

h) Wherever not specified, Inco terms 2010 shall be used to interpret the Commercial terms and conditions and

i) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the "Rule of Arbitration" of the Indian Council of Arbitration.

The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

M. Conditions for rejection of offers:

Following is the list of situations which would lead to rejection of offer/s.

This list is not exhaustive but only indicative.

BHEL reserve the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard.

- 1. If the offer fails to meet the technical requirements/specifications of the tendered item/s.*
- 2. If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, Risk Purchase, cancellation clause etc., including the load factors specified in the tender.*
- 3. If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.*
- 4. If any of the conditions listed below are applicable to the bidder, the offer is liable to be rejected:*

If any

- Debt recovery / Winding up Proceedings are initiated against the Company in Courts / Debt Recovery Tribunals (DRTs),
 - Proceedings are there against the Company in National Company Law Tribunal (NCLT) with respect to Insolvency and Bankruptcy Code (IBC) or otherwise,
 - Any proceedings are there against the Company under the "Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act,
 - Any restructuring proceedings are underway for the Company under Corporate Debt Restructuring (CDR), Strategic Debt Restructuring (SDR) or otherwise,
 - Divestment / demerger proceedings are underway for the Company under the Companies Act.
 - If action under guidelines of suspension of business dealings (Ref AA/MM/SB/01 Rev 02 dt 22.07.2016) and its latest revisions has been initiated against the company/bidder.
- 5. Failure to sign & accept the Integrity Pact (where applicable). Bidders are hereby informed that the contents of the Integrity Pact are firm and fixed and cannot be changed.*



The above list is not exhaustive but is indicative only.

N. Special Note:

BHEL is a Government of India Undertaking. Its procurement practices are governed by the (Internal) Purchase Policy issued by the management of the company and as per enquiry Annexures applicable at the time of finalising the order against this tender.

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ANNEXURE - C
BHEL : BAP : RANIPET
PURCHASE – WATER SYSTEM
COMMERCIAL TERMS AND CONDITIONS

DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT
Enquiry No. 7710844E dated 05-JAN-2022

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
I <u>PRE-QUALIFICATION REQUIREMENT</u>			
01	PRE-QUALIFICATION REQUIREMENT (TECHNICAL)	Vendor should submit the Filled QR Datasheet & Necessary supporting documents proof for meeting the QR as per Pre-Qualification Requirement (PQR) for DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) 1) REF:- PTP: Sagardighi (1x660 MW) Rev 0 dt 15.11.2021	
02	PRE-QUALIFICATION REQUIREMENT (FINANCIAL SOUNDNESS)	Vendor should submit the Filled QR Datasheet & Necessary supporting documents proof for meeting the QR as per Pre-Qualification Requirement (PQR) for FINANCIAL SOUNDNESS 1) ANNEXURE - K	
03	FILLED Qualification Requirements DATA SHEET & NECESSARY SUPPORTING DOCUMENTS PROOF SUBMISSION	BHEL reserve the right to Accept/Reject the bids if any of the above details are not submitted - Please confirm	
II <u>Technical</u>			
01	SCOPE OF SUPPLY	Please confirm the Scope of Supply of " DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT " as per Specification No. 1. ROS:6363 REV 00 & RELEVANT ANNEXURE. submit the same after necessary Filling, signing & returning a copy of the same.	
02	SPECIFICATION	Please confirm Clause wise / Point wise "IN TOTO" for all specifications and submit along with offer.	
03	DATA SHEETS / DRAWINGS	Filled Data Sheets and Drawings are to be submitted along with offer. (if applicable)	
04	QUALITY ASSURANCE PLAN (QAP)	Please Confirm to submit the QAP / RQP / MQP as per the Customer Sample Format for review and approval by customer within 2 Weeks from the date of Letter of Award (LOA). Please Refer Annexure - Q and provide your acceptance.	
05	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even, If NO deviation is taken, NIL report to be submitted).	
06	ERECTION, COMMISSIONING, PG TEST & HANDING OVER OF PT PLANT (PRETREATMENT PLANT) AT SAGARDIGHI PROJECT SITE	Please confirm the carrying out " Erection & Commissioning, trial run, PG test at site and handing over of PRETREATMENT PLANT AS PER TECH SPEC NO. ROS: 6323 R00. " as per Specification No. 1. ROS:6363 REV 00 & RELEVANT ANNEXURE.	
07	COMMISSIONING SPARES	Please confirm that the Supply of "COMMISSIONING SPARES" as per the Technical specification & bidder's offer and WILL BE SUPPLIED ALONG WITH MAIN SUPPLY Commissioning spares shall be packed separately with detailed packing list (items should not be packed along with main supply items) The commissioning spares List and the individual price should be indicated. Any other spare(s) required during commissioning but not indicated in the list, should also be supplied at BIDDER's cost & BHEL will not entertain any claim towards supply of such spares used/supplied during commissioning.	
08	MANDATORY SPARES	NOT APPLICABLE	
09	END CUSTOMER APPROVAL	Documents submitted for Pre-Qualifications will be submitted to M/s. WBPDCS SAGARDIGHI TPP PROJECT for evaluation. Bidders will be required to submit any further documents/information/clarifications sought by M/s. WBPDCS SAGARDIGHI. ONLY END CUSTOMER APPROVED BIDDERS WILL BE QUALIFIED FOR PRICE BID OPENING.	
III <u>Commercial Terms & Conditions</u>			
01	PRICE	Please confirm 'Firm Price' till completion of order Page 1 of 6	

ANNEXURE - C
BHEL : BAP : RANIPET
PURCHASE – WATER SYSTEM
COMMERCIAL TERMS AND CONDITIONS
DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT
Enquiry No. 7710844E dated 05-JAN-2022

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
02	UNPRICED BID (PART-1)	<p>Please confirm submission of 'Unpriced bid' in the price bid format attached duly signed.</p> <p>SCANNED COPY of FILLED & SIGNED COPY OF 'Price Bid' format attached by filling all informations by writing 'Quoted' as the case may be in the 'Rate' and 'Value' columns to be submitted through E-Procurement System.</p>	
03	PRICED BID (PART-2)	<p>Please confirm submission of 'Priced bid' in the price bid format (BOQ) attached duly signed.</p> <p>SCANNED COPY of FILLED & SIGNED COPY OF 'Price Bid' format attached by filling all informations by writing the value as the case may be in the 'Rate' and 'Value' columns in a separate attachment to be submitted through E- Procurement System.</p> <p>Price bid opening will be considered after the Techno-Commercial evaluation & further final approval from the customer: M/s. WBPDCS SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT</p>	
04A	DELIVERY TERMS & PRICE BASIS	<p>Please confirm for FOR - Destination (M/s. WBPDCS SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT) basis.</p> <p>Unloading the Material at site is BHEL's Scope</p>	
04B	RECEIPT OF GOODS AND STORAGE	<p>The equipment after inspection at manufacturer's works shall be transported to BHEL site and shall be received, unloaded and stored by Vendor as detailed in the supply specification.</p> <p>Bidder shall store all high value items & critical items (such as instruments, UPS, battery, etc.,) under lock & key, using containers only - Please Confirm</p>	
05	CONSIGNEE ADDRESS (SUPPLY DESTINATION) FOR ENQ. SL. NO. 001 - MAIN SUPPLY and ENQ. SL. NO. 002 - E&C	<p>Please confirm supply to the following consignee address in the event of Order.</p> <p>DEPUTY GENERAL MANAGER(I/C PROJECT) THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED SAGARDIGHI THERMAL POWER PROJECT MANIGRAM, MURSHIDABAD WEST BENGAL - 742237</p> <p>GSTN - 19AABCT3027C1ZQ</p> <p>Contact Person: will be informed later</p> <p>(On account of M/s BHEL, BAP, Ranipet - 632 406)</p>	
06	ORIGIN OF DESPATCH OF VARIOUS CONSIGNMENT	<p>Please indicate clearly the origin of despatch of various consignments duly indicating whether interstate or intrastate based on the consignee address above. Origin of despatch should not be subjected to change during execution of contract.</p>	
07	PACKING & FORWARDING	<p>Please confirm inclusion of Packing & Forwarding Charges in the Basic quoted price.</p> <p>If it is extra payable by BHEL, Please clearly indicate the applicable Packing & Forwarding charges in % value.</p> <p>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate:-</p> <p>a) Packing size. b) Gross weight and net weight of each package. c) Contents of the package with quantity of each item separately.</p>	

ANNEXURE - C

BHEL : BAP : RANIPET

PURCHASE – WATER SYSTEM

COMMERCIAL TERMS AND CONDITIONS

DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO.

ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT

Enquiry No. 7710844E dated 05-JAN-2022

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
08	FREIGHT & INSURANCE	<p>Please confirm inclusion of Freight & Insurance Charges towards this in the Basic quoted price.</p> <p>A) If Freight & GST is extra payable by BHEL, Please clearly indicate the applicable portions of :</p> <p>01.Freight charges in % on Basic Quoted price.</p> <p>02.If GST applicable for the freight kindly indicate the same.</p> <p>B) If Insurance is extra payable by BHEL, Please clearly indicate the applicable portions of : Insurance charges in % on Basic Quoted price.</p> <p>All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis.</p> <p>Road Permit/E-way bill, if required, will be arranged by Supplier.</p>	
09A	GOODS AND SERVICES TAX FOR SUPPLY PORTION (CGST/SGST/UTGST/IGST) (FOR ENQ. SL. NO. 001 & 003)	<p>Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.</p> <p>It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law(CGST Act/SGST Act/UTGST Act/IGST Act).</p> <p>Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.</p> <p>CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract</p>	
		Please Confirm the Applicable percentage of CGST/SGST/UTGST/IGST Payable Extra by BHEL (OR) Not?	
09B	GOODS AND SERVICES TAX (GST) FOR SERVICE PORTION (CGST/SGST/UTGST/IGST) FOR ENQ SL. NO. 002)	<p>Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.</p> <p>It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law(CGST Act/SGST Act/UTGST Act/IGST Act).</p> <p>Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.</p> <p>CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract</p>	
		Please Confirm the Applicable percentage of CGST/SGST/UTGST/IGST Payable Extra by BHEL (OR) Not?	
10	PAYMENT TERM FOR SUPPLY (ENQ. SL. NO. 001 - MAIN SUPPLY)	<p>1. Vendor has to submit the Invoice for 100% of Basic price with applicable % of GST, Freight with GST if any. BHEL will release 90% Payment of basic price of materials supplied, along with 100% freight, taxes and duties (as applicable) against submission of MRC (Material Receipt Certificate - MRC signed by respective site MM official and ultimate customer designated official) and submission of Bank Guarantee for 10% of PO value valid till guarantee period towards performance.</p> <p>BG - 10% of Order/ Contract value (excluding taxes, duties & freight) before first submission of documents for payment to cover the due performance of Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/ Contract.</p> <p>Validity of the Bank Guarantee shall be for the entire Guarantee period. Initially, it should be at least 18 months plus 3 months claim period, later extended to cover the entire guarantee period, two months before its expiry.</p>	

ANNEXURE - C
BHEL : BAP : RANIPET
PURCHASE – WATER SYSTEM
COMMERCIAL TERMS AND CONDITIONS

DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT
Enquiry No. 7710844E dated 05-JAN-2022

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
		<p>10% will be released after</p> <p>i) submission of all final documents as per Technical Specifications and</p> <p>ii) successful completion of Erection & Commissioning and PG Test of the Pre Treatment Plant.</p> <p>Please confirm above payment term and Please note that the Invoices should be submitted strictly on the above Indicated % only.</p>	
11	PAYMENT TERM FOR ERECTION, COMMISSIONING, PG TEST & HANDING OVER OF PT PLANT (PRETREATMENT PLANT) AT SAGARDIGHI PROJECT SITE (ENQ. SL. NO. 002 - SERVICE)	<p>1) Eighty percent (80%) payment on prorata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.</p> <p>2) Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning and balance ten percent (10%) after handing over of the complete the Pre Treatment Plant</p>	
12A	CONFIRM THE PAYMENT TERM FOR SUPPLY. (DURATION FOR MAKING PAYMENT)	<p>Differential Payments applicable for Supply & Service -</p> <p>Within 45 days for MSE (Micro & Small Enterprise) vendor &</p> <p>Within 90 days for MEDIUM & Non MSE vendors</p> <p>For MSE status Registration, you have to submit the copy of latest MSE Udyam Certificate with Original CA certificate.</p>	
12B	UN-ACCEPTABLE PAYMENT TERMS	Offers with payment Terms such as Cash against Delivery / advance payment / payment through Bank against dispatch documents will be summarily rejected	
13	CONDITION FOR ERECTION & COMMISSIONING, PG TEST CHARGES	Total ERECTION, COMMISSIONING & PG TEST charges including GST should be minimum 20% of the total quoted package price (including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	
14	DELIVERY PERIOD FOR THE SUPPLY (ENQ. SL. NO. 001 MAIN ITEMS & COMMISSIONING SPARES if any)	<p>Please confirm the supply completion within 09Months from the date of CAT-I Approval of all Documents / Manufacturing clearance, which ever is Later.</p> <p>Vendor to submit all drawings/documents within 2 weeks from the date of purchase order and resubmit the drawings/documents within 1 week incorporating all the comments.</p> <p>In case there are supplier's delays in submission of drawings/documents beyond 2 weeks of order or 1 week of comments, that much days of delay would be reduced from delivery period.</p> <p>Vendor can also quote improved delivery date if any or otherwise, please clearly indicate the delivery period in weeks / months from the date of Manufacturing clearance.</p> <p>NOTE: Delivery period shall be reckoned till receipt of materials at site subject to issuance of MDCC from Customer / BHEL. For LD Purpose, Date of site receipt of material will only be considered.</p>	
15	ERECTION & COMMISSIONING PERIOD	<p>Please confirm the completion of ERECTION , COMMISSIONING, PG TEST, Handing Over Period within 6 MONTHS from the Supply PO Delivery date / Date of Site Readiness whichever is Later. Site Readiness will be informed by BHEL.</p> <p>Vendor can also quote improved delivery date if any or otherwise, Please clearly indicate the ERECTION , COMMISSIONING, PG TEST, Handing Over period in weeks / months from the date of Supply PO Delivery date / Date of Site Readiness whichever is Later.</p>	
16A	LIQUIDATED DAMAGES (LD) - Main Supply Portion	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (1/2) percent and applicable GST thereon, of the total contract price (main supply and E & C), excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (main supply and E&C) excluding GST, if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract.	
16B	LIQUIDATED DAMAGES (LD) - SERVICE Portion	LD on service portion ERECTION, COMMISSIONING & PG TEST, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @0.5 % percent and applicable GST thereon, of the total service portion contract value excluding GST per week or part thereof subject to a maximum of ten (10) percent of the total contract value of service portion excluding GST.	

ANNEXURE - C
BHEL : BAP : RANIPET
PURCHASE – WATER SYSTEM
COMMERCIAL TERMS AND CONDITIONS

DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT
Enquiry No. 7710844E dated 05-JAN-2022

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
17	OFFER VALIDITY	Please confirm Offer Validity for a minimum period of 180 days from the date of PART I bid opening.	
18	INSPECTION	Please confirm for Inspection of all the Items by BHEL Engineers / BHEL Authorized Engineer and Customer / Consultant Engineer either jointly or individually before the dispatch of the item at vendor works as per approved QAP. Inspection charges if any to be indicated in the price bid format.	
19	TEST CERTIFICATE (TC)	Please confirm that required TC will be provided at 'No Extra Cost'.	
20A	GUARANTEE CERTIFICATE (GC) - Supply Portion.	Please confirm furnishing of Guarantee certificate in BHEL format for 12 months from the date of commissioning or 18 months from the date of last despatch whichever is earlier.	
20B	GUARANTEE CERTIFICATE (GC) - E & C Portion	Please confirm furnishing of Guarantee certificate in BHEL format for the system for "18 MONTHS FROM THE DATE OF COMPLETION OF ERECTION & COMMISSIONING of the Plant."	
21	Contract Execution Bank Guarantee (CEBG).	To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG) equivalent to 2% of the PO value.	
22A	PERFORMANCE BANK GUARANTEE (PBG) TOWARDS Supply Portion (10% OF ORDER VALUE) (Main Supply & Mandatory Spares)	PBG to be submitted in the format ENCLOSED. PBG for 10% of the Total PO Value. Validity of the Performance Bank Guarantee shall be for the entire Guarantee period. Initially, it should be at least 18 months from the date of first dispatch or 12 months from the date of commissioning plus 3 months claim period, later extended to cover the entire guarantee period plus three months claim period. PBG (if required) to be extended 2 months before the expiry date.	
22B	BANK GUARANTEE (BG) TOWARDS E & C Portion. (10% OF ORDER VALUE)	BG to be submitted in the format ENCLOSED. BG for 10% of the Total PO Value valid for 18 MONTHS FROM THE DATE OF COMPLETION OF ERECTION & COMMISSIONING of the Plant plus 3 months claim period. BG (if required) to be extended 2 months before the expiry date.	
23	ERECTION MANUAL (INSTALLATION INSTRUCTIONS)	Please confirm for providing of 'comprehensive Erection Manual covering the entire supply which include bought-outs' 6 sets in Hard copy & one CD form.	
24	O & M MANUAL	Please confirm for providing of 'comprehensive O&M Manual covering the entire System' 6 sets in Hard copy & one CD form.	
25	REVERSE AUCTION	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) 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.	
26	RISK PURCHASE CLAUSE	Alternatively, the purchaser at his option will be entitled the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or If the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases In addition to penalty at the rate mentioned In LD Clause above.	
27	ZERO DATE (CONTRACT EFFECTIVE DATE)	Contract Effective date starts from Manufacturing Clearance subject to Documents submission clause. Please confirm for 'Date of Manufacturing Clearance'.	
28	Loading Criteria	Please note that no Commercial deviation is acceptable to BHEL. In case any deviation is taken in any of the commercial terms such as PAYMENT TERMS, LD etc., where in we have specified the days, percentages etc., then loading will be done to the extent of the short fall with respect to the upper Limit specified for evaluation. In respect of LD offers which do not accept for LD Clause would be summerly rejected - Please Confirm.	
29	NEGOTIATION	In the event of negotiation if any, please confirm participation only by supplier's representative and not by their Agent which include indian Agent in the case of Foreign Offer.	

ANNEXURE - C

BHEL : BAP : RANIPET

PURCHASE – WATER SYSTEM

COMMERCIAL TERMS AND CONDITIONS

DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT

Enquiry No. 7710844E dated 05-JAN-2022

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
30	OTHER DOCUMENTS FOR APPROVAL (BBU)	In the event of order vendor should confirm the submission of BBU (Billing Breakup) for the complete system supply with break up for each line item as well as quantities with value (If Applicable)	
31	LAW GOVERNING THE CONTRACT AND COURT JURISDICTION	The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Ranipet / Vellore Tamil Nadu, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.	
32	FRAUD POLICY	The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice	
33	PLEASE PROVIDE THE STATUTORY DETAILS (Submit a copy of PAN, if not submitted already)	GST Regn. Number	
		HSN NO.: HARMONIZED SYSTEM OF NOMENCLATURE UNDER GST FOR THE OFFERED ITEM	
		PAN No. :	
34	CONTACT PERSON'S ON TECHNICAL DETAILS FOR CORRESPONDENCE	Name:	
		Designation:	
		Phone No.:	
		Mobile No.:	
		Fax No.:	
		E-mail ID:	
35	CONTACT PERSON'S ON COMMERCIAL DETAILS FOR CORRESPONDENCE	Name:	
		Designation:	
		Phone No.:	
		Mobile No.:	
		Fax No.:	
		E-mail ID:	
36	IMPORTANT NOTE. BHEL/Ranipet will issue LOA (Letter of Award) for E&C Portion (Service Part) and BHEL/PSER will issue the Purchase order and make the payment.	Acceptance Required	
37	BHEL will not take cognizance of commercial terms mentioned by the bidder any where else. Commercial terms and conditions indicated in this Annexure will only be applicable and binding.	Acceptance Required	

Signature, Seal & Date of offerer on all the pages.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No _____ dated _____³ valued at Rs _____⁴ (Rupees -----)/FC _____ (in words _____) for _____⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to _____ % (_____ . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We, _____ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including _____⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁸ we shall be discharged from all liabilities under this guarantee thereafter.

We, _____ BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁶
- b) This Guarantee shall be valid up to _____⁷
- c) Unless the Bank is served a written claim or demand on or before _____⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated _____ .

Place of Issue _____ .

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**ANNEXURE - E
SPECIFICATION DEVIATION DISPOSITION REPORT**

<p>Enquiry No. 7710844E dated 05-JAN-2022</p>	<p align="center">DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT</p>	<p>Vendor Name</p>	
<p>01. TECHNICAL SPECIFICATION FOR PRETREATMENT PLANT AS PER TECH SPEC NO. ROS: 6323 R00 - SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT - (Total No. of Pages – 651).</p> <p>02. Quality evaluation requirements and QAP / QP / MQP Customer Sample Format / ANNEXURE – Q</p> <p>03. INSPECTION CHECK LIST for obtaining the MDCC from End Customer - INSP CHK 001 REV 00</p> <p>4. Financial PQR - Annexure K</p>			
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL
<p align="center">Signature Of Vendor</p>		<p>Reviewed By</p>	
<p align="center">“ AGREED DEVIATION “</p>		<p>APPROVED BY</p>	
<p align="center">if any to be incorporated in the PO in the event of order.</p>			

Date :

VENDOR's SIGNATURE WITH SEAL

Annexure F

Tender Inviting Authority: AGM/PURCHASE

Name of Work: DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT

ENQUIRY No: 7710844E dated 05-JAN-2022

Name of the Bidder/ Bidding Firm / Company :										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE PER UNIT(Inclusive of packing & forwarding, freight and insurance) to be entered by the Bidder in INR Rs. P	GST on Basic price to be entered by the Bidder in percentage	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words	
1	2	3	4	5	13	14	53	54	55	
0	DESIGN, ENGINEERING, MANUFACTURING, SUPPLY AND ERECTION & COMMISSIONING OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS: 6323 R00. FOR SAGARDIGHI TPP EXTN U#5 1X660 MW PROJECT									
1	RWT111150001 DESIGN, ENGINEERING, MANUFACTURING & SUPPLY OF PT PLANT (PRETREATMENT PLANT) AS PER TECH SPEC NO. ROS:6323 R00.	item1	1	ST		18.00	0.00	0.00	INR Zero Only	
2	RWT111160001 ERECTION & COMMISSIONING OF PT PLANT AS PER TECH SPEC NO. ROS: 6323 R00. (Erection & Commissioning, trial run, PG test at site and handing over)	item2	1	ST		18.00	0.00	0.00	INR Zero Only	
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only								

ANNEXURE G

Online SRF Submission Procedure

Following are the formalities to be completed by your company for registration purpose.

NOTE: BEFORE PROCEEDING FOR ONLINE REGISTRATION " PLS READ STEPS FOR FILLING UP ONLINE REGISTRATION FORM - HELP MENU" - DETAILS ATTACHED WITH THIS MAIL

With effect from 01.04.2015 onwards, we have migrated to online Supplier Registration Form (SRF) as per our Corporate guidelines. **Supplier Registration Form (SRF)** is to be fed in our BHEL website portal – **ie., PDF documents of SRF and its annexure as called for shall be signed by authorized signatory & uploaded in portal.**

We request to visit our Web Site : www.bhel.com and click under heading "Supplier Registration" and fill up the **"Supplier Registration Form"** which is available in the Online Supplier Registration Portal.

Or else, copy the following URL Link and paste in the web link address: http://www.bhel.com/vender_registration/vender.php and proceed with.

Or else, type directly as <http://203.129.195.108>

Click the button "search material" on the home page of supplier registration portal and search thoroughly your required material / product

*After completing the material search then proceed for User Id & Password for filling up the details of registration requirements. **Note: If you are an already registered supplier with any of our BHEL Unit - pls select "existing permanent supplier" or else select "New Registration" and then proceed accordingly.***

Please note that for a foreign suppliers' there is a separate format to be filled in, which may be taken care suitably.

After successful submission of SRF along with all annexures as called for thro' online i.e., authorized signatory signed pdf documents of SRF and its annexures are to be uploaded thro' online portal and confirm the same in **"form dispatch"** area ie., registration part-4 – wherein supplier has to confirm that all the documents were submitted "online" and click the button **"confirm"**. After clicking confirmation button, the same will be appearing against BHEL Ranipet for registration.

Looking for a long successful & sustaining business association with BHEL.

Annexure H
(On company letter head)

Self-Certification under Preference to
“MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content as defined in above orders for the material / package against BHEL’s Enquiry no – 7710844E dated 05-JAN-2022

Please select one category from below

- Class I supplier – (Local content more than 50%)
- Class II Supplier – (Local Content >20% <=50%)
- Non-Local Supplier – (Local Content less than 20%)

Details of location at which local value addition will be made is as follows:

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

Seal and Signature of Authorized Signatory

*For tenders with value more than INR 10 Crore, above declaration to accompanied by a certificate from a CA. please refer GOI’s MII order P-45021/2/2017-BE-II dt. 15.06.2017 latest revision dt 16.09.2020.

ANNEXURE I

Payment Mechanism at BHEL, Ranipet

(Effective for all tenders issued by BHEL Ranipet from 01 July 2011 onwards unless otherwise notified of change/s in writing given by an authorized official of BHEL, Ranipet)

BHEL, Ranipet's payment mechanism will be as follows: (All Bidders are requested to read this carefully and take note of it before submitting their offer)

All bills of Suppliers processed for payment by BHEL, Ranipet shall pass through the following mile stones:

(1) Receipt of materials at BHEL, Ranipet Stores (evidenced by the Day-Book Number and Date generated at BHEL Stores, Ranipet) or Receipt of materials at Project Site / Destination specified in the Purchase Order (as evidenced by the acknowledgement given by the Consignee).

(2) Acceptance of the supplied materials at BHEL Stores, Ranipet. (Proof of evidence: Stores Receipt voucher - Short form "SRV", raised by BHEL Stores, Ranipet referenced by the SRV Number and Date)

(3) Receipt and Registration of the Bills / Invoices of the Supplier at BHEL, Ranipet Accounts Department. (evidenced by the ABS Number and Date)

(4) Receipt of clarifications, if any that may be required by BHEL, Ranipet Accounts or Purchase Department, from the Supplier. (As evidenced by the IOM Inward Date)

(5) Bill processing and passing.

(6) Payment release.

All these events are transparently available in the SCM web-site of BHEL, Ranipet, {<http://bapscm.bhelrpt.co.in/purc>} which can be viewed by all registered supplier with a password. Allowed Time frames:

A] From DB to SRV: 10 Days

B] From SRV to ABS: 15 Days

C] From ABS to Bill Pass: 07 Days (if Stage 4 above is not applicable)

OR

From IOM to Bill Pass: 07 Days (if Stage 4 above is applicable)

D] From Bill Pass to Payment Release: As per payment terms of the Purchase order.

All Suppliers payment/s would be released based on seniority of receipt of the processed bills at the payment section of BHEL, Ranipet Accounts Department.

The seniority would be based on the sequence of milestone events listed above.

In the sequence of the bill processing the preceding mile-stone seniority will be void, if the subsequent event occurs beyond the permitted time frame between two successive events.

Thus for example:

Start seniority would be with the DB date.

If the SRV date is greater than 10 days of the DB date, then the seniority of the DB date would be replaced by the SRV date.

If the ABS date is greater than 15 days of the SRV date, then the seniority would be reckoned by the ABS date.

If the Bill pass date is greater than 07 days of the ABS date then the seniority would be the date of inward receipt of the IOM.

The logics of these sequence is that SRV, ABS, IOM inward entry are dependent entirely on submission of correct documentation by Suppliers, as called for in the Purchase Order. If the documents are correctly submitted each of the milestone listed above will occur within BHEL, Ranipet within the timelines specified above.

Hence, in their own interest all Suppliers are requested to take note of this process and comply with the same.

Caution: Suppliers' payments would get delayed / affected if they fail to adhere to the submission of the documents specified in the Purchase Order / Contract, since the listed milestone events occurrence are contingent upon the availability of the requisite documents.

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____ . The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant
RANIPET – 632 406, Tamil Nadu, India

Ref.: Enq. No. 7710844E

Date : 05.01.2022

Annexure K PRE-QUALIFICATION REQUIREMENT (QR) FINANCIAL SOUNDNESS

Sl. No.	BHEL REQUIREMENT	VENDOR (SELLER) CONFIRMATION
1	The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-	
i	If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).	
ii	If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).	
iii	If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).	
2	Foreign bidders to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. for review of above criteria.	
3	While calculating Annual Turnover / Sales, other operating income and other income shall not be considered.	
4	For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.	
5	Average annual financial turnover during the last Three Financial Years ending 31.03.2021 should not be less than Rs 1.66 Crores (Rs One Crore sixty six Lakhs)	
6	Net worth of the vendor should be positive. *	
7	The current ratio should be >1 as per latest audited balance sheet	
8	Vendor should be profit earning company / firm (Profit / Earnings before depreciation & amortization, Interest and Tax) at least once in the last 3 years.	

Note : For any Supplier the above said documents is Mandatory and without which submitted offer is liable for rejection.

*.....As per section 2 (57) of The Companies Act, 2013, net worth means the aggregate value of the paid up share capital and all reserves carried out of the profit and security premium after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off as per the audited balance sheet, but does not includes reserves created out of revaluation of assets, write back of depreciation and amalgamation.

Signature, Seal & Date of Bidder

To be submitted in company letter head

ANNEXURE L

I/we are bidder from _____ (Address with country).
We do not belong to any of the below category mentioned.

1. Any of entity/office/workshop of our organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of our organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of our organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of our organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial 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 percent 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 rights or shareholder's agreement or voting agreement.
- 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 judicial person, has ownership of the 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 judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.

To be submitted in company letter head

- 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 and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
- 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp_____