

Government eProcurement System

Tender Details

Date: 18-Mar-2023 09:55 AM



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Organisation Chain	Transf. Cap. and Bushg.	Bharat Heavy Electricals Limited HEP - Bhopal Transformer Capacitor Bushings 356 - Material MGT - Transf. Cap. and Bushg.				
Tender Reference Number	E7523038					
Tender ID	2023_BHEL_23376_1	2023_BHEL_23376_1				
Tender Type	Global Tenders	Form of contract	Buy			
Tender Category	Goods	No. of Covers	2			
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes			
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	Yes			
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No			

Cover Deta	Cover Details, No. Of Covers - 2			
Cover No	Cover	Document Type	Description	
1	Fee/PreQual/Technical	.pdf	Technical specification and commercial annexure 3A or 3B	
		.pdf	PEBC, CONCILIATION CLAUSE and integrity pact	
		.pdf	PQR documents, type test	
		.pdf	GTC and other all documents including deviations if any	
2	Finance	.xls	BOQ	

Tender Fee Details, [Total Fee in ₹ * - 0.00]			EMD Fee Details				
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00		No
Fee Payable To	Nil	Fee Payable At	Nil			BG/ST or EMD Exemption Allowed	
Tender Fee Exemption	No			EMD Fee Type	fixed	•	NA
Allowed				EMD Payable To	Nil	EMD Payable At	Nil

Click to view modification history

Fore	Foreign Currency BOQ Details				
S.No	Currency	Conversion rate in ₹			
1	US Dollar	NA			
2	European Euro	NA			
3	Japanese Yen	NA			

Work /Item(s)	
Title	E7523038
Work Description 800KV 2500A OIP OR RIP BUSHING	

Pre Qualification Details	PGCIL APPRO	PGCIL APPROVAL					
Independent External Monitor/Remarks	SHRI OTEM [IRI OTEM DAI, IAS SHRI BISHWAMITRA PANDEY, IRAS AND SHRI MUKESH MITTAL, IRS					
Show Tender Value in Public Domain	No						
Tender Value in ₹	7,50,00,000	Product Category	Electrical Work/ Equipment	Sub category	NA		
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	240		
Location	BHEL BHOPAL	Pincode	462022	Pre Bid Meeting Place	NA		
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	BHEL bHOPAL		
Should Allow NDA Tender	No	Allow Preferential Bidder	No				

<u>Critical Dates</u>					
Publish Date	18-Mar-2023 11:00 AM	Bid Opening Date	17-Apr-2023 03:00 PM		
Document Download / Sale Start Date	18-Mar-2023 12:00 PM	Document Download / Sale End Date	17-Apr-2023 11:00 AM		
Clarification Start Date	NA	Clarification End Date	NA		
Bid Submission Start Date	18-Mar-2023 12:00 PM	Bid Submission End Date	17-Apr-2023 11:00 AM		

NIT Document	S.No	Document Name	De	escription		Document Size (in KB)
	1	Tendernotice_1.pdf	E7	523038 NIT		79.88
	2	Tendernotice_2.pdf	PÇ	<u>P</u> R		374.81
Work Item Documents	S.No	Document Type	Document N	lame	Description	Document Size (in KB)
	1	Tender Documents	NITe7523038.	.pdf	NIT	64.36
	2	Tender Documents	PQR.pdf		PQR	359.32
	3	Tender Documents	Specification.pdf		SPECIFICATIONS	3462.87
	4	Tender Documents	ANNEXURE3A	.pdf	ANNEXURE 3A FOR INDIAN VENDORS ONLY	365.52
	5	Tender Documents	ANNEXURE3B	.pdf	ANNEXURE 3B FOR FOREIGN VENDORS	376.09
	6	Tender Documents	IP.pdf		INTEGRITY PACT	1435.15
	7	Tender Documents	BP200102A.pdf		BHEL GENERAL TERMS AND CONDITIONS	723.99
	8	BOQ	BOQ_24477.x	ls	BOQ	269.00
	9	Additional Documents	ANNEXUREIPEBC.pdf		PEBC I	23.28
		Additional Documents	ANNEXUREIIP	PEBC.pdf	PEBC II	30.78
	11	Additional Documents	Reconcillation	circular.pdf	RECONCILLATION STATEMENT	153.18

Bid Openers List				
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name	
1.	vineet.yadav@bhel.in	VINEET YADAV	VINEET YADAV	
2.	vkrathour@bhel.in	Vijay Kumar Rathour	VIJAY KUMAR RATHOUR	
3.	vikramjain@bhel.in	Vikram Jain	VIKRAM JAIN	
4.	ved.shukla@bhel.in	VED PRAKASH SHUKLA	VED PRAKASH SHUKLA	

GeMARPTS Details

GeMARPTS ID	TDDHZLPE06YF
Description	800KV BUSHINGS
Report Initiated On	09-Mar-2023
Valid Until	08-Apr-2023

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority		
Name	VED PRAKASH SHUKLA	
Address	BHEL BHOPAL	

Tender Creator Details						
Created By	VED PRAKASH SHUKLA					
Designation	Engineer					
Created Date	18-Mar-2023 09:28 AM					



ENQUIRY TWO PART BID

PHONE: 91-755-2500100 (7 LINE)

भारत हैवी इलॅक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल - ४६२०२२(भारत) सामग्री प्रबंधन विभाग BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL - 462022(INDIA) MATERIALS MANAGEMENT DIVISION

TIN NO. 23573600001 ECC NO.AAACB4146PXM009 MPCT NO. HEL/05/01/0001/S15/11/79

FAX: 91-755-2500023

ENQUIRY NO E7523038 ENOUIRY DATE ENQUIRY DUE DATE

WWW.BHELBHOPAL.COM

18/03/23

17/04/23

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SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	1	0	NA	0	0	1	242120034
GUARANTEE C	CERTIFICATE	Y	SUPPLY CONDIT	ION AS PER	R PO		
TEST CERTIFIC	CATE	Y					
INSTRUCTION	BOOKLET	N	TECHNICAL CON	NDITION AS PER	R BHEL DRG/TECH	NICAL SPECIFICATION	
SAMPLE		N					
GATE PASS		Y	INSPECTION CO	NDITION BY BH	EL/CUSTOMER AS	PER QUALITY PLAN	
	GUARANTEE O TEST CERTIFIC INSTRUCTION SAMPLE	GUARANTEE CERTIFICATE TEST CERTIFICATE INSTRUCTION BOOKLET SAMPLE	1 0 GUARANTEE CERTIFICATE Y TEST CERTIFICATE Y INSTRUCTION BOOKLET N SAMPLE N	1 0 NA GUARANTEE CERTIFICATE Y SUPPLY CONDIT. TEST CERTIFICATE Y INSTRUCTION BOOKLET N TECHNICAL CON SAMPLE N	1 0 NA 0 GUARANTEE CERTIFICATE Y SUPPLY CONDITION AS PER TEST CERTIFICATE Y INSTRUCTION BOOKLET N TECHNICAL CONDITION AS PER SAMPLE N	1 0 NA 0 0 GUARANTEE CERTIFICATE Y SUPPLY CONDITION AS PER PO TEST CERTIFICATE Y INSTRUCTION BOOKLET N TECHNICAL CONDITION AS PER BHEL DRG/TECH SAMPLE N	1 0 NA 0 0 1 GUARANTEE CERTIFICATE Y SUPPLY CONDITION AS PER PO TEST CERTIFICATE Y INSTRUCTION BOOKLET N TECHNICAL CONDITION AS PER BHEL DRG/TECHNICAL SPECIFICATION SAMPLE N

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

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	TR4622157004	0KV,2500A OIP/RIP BUSHING WITH COMPOSITE POLYMER HOUSING AS	NO	8.000	1	3.000	212	31/08/23
		PER TECHNICAL SPEC. NO BCE/PS/800/48,REV01			3	2.000	212	31/10/23
					2	3.000	212	30/09/23

REMARK

1. PLEASE QUOTE ON FIRM RATES BASED AS PER ENCLOSED ANNEXURE T&C (3A & 3B), & PURCHASE SPECIFICATION TO ENQUIRY.2. DETAILED TERMS & CONDITIONS ASPERBP-200102A. SUPPLIER TO QUOTE IN COMPLIANCE WITH THESE TERMS & CONDITIONS. ANY DEVIATION/ NON COMPLIANCE TO BE CITED IN THE OFFER, ELSE THEY SHALLBE DEEMED ACCEPTABLE.3. RATES SHOULD BE ON FOR BHEL BHOPAL BASIS FOR INDIAN VENDORS AND CIP JNPT NHAVA SHEVA SEAPORT MUMBAI FOR FOREIGN VENDORS. 4.VALIDITY OF YOUR QUOTATION SHOULD BE AT LEAST 120 DAYS FROM ENQUIRY OPENING DATE.5. PLEASE SUBMITS OFFER IN TWO PARTS BID.6. MII & MSEPURCHASEPREFERENCE SHALL BE APPLICABLE FOR THIS TENDER ENOUIRY AS PER GOI /DPIIT PPP-MII LATEST CIRCULARS.7. PRE OUALIFICATION REOUIREMENT-POR SHALLBE APPLICABLE AS PER ENCLISED WITH ENQUIRY.8. OFFERS ARE INVITED FROM ONLY M/S POWERGRID APPROVED VENDORS. KINDLY SUBMIT M/S POWERGRID APPROVALFORRESPECTIVE KV CLASS AS PER PQR.9. THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE INR.10.THE IEM APPOINTED FOR THIS CONTRACT IS AS UNDER 1) SHRIOTEMDAI, IAS (RETD.) 2) SHRI BISHWAMITRA PANDEY, IRAS (RETD.) AND SHRI MUKESH MITTAL, IRS (RETD.) 11. AS PER GOVERNMENT OF INDIA GUIDELINES, THIS CONTRACTWILLBE COVERED UNDER INTEGRITY PACT. SIGNED AND SEALED INTEGRITY PACT ON ALL PAGES MUST BE SUBMITTED WITH OFFER.12. RESTRICTION TO QUOTE BY BIDDERSFROMCOUNTRIES HAVING LAND BORDER WITH INDIA, AS PER PUBLIC PROCUREMENT ORDER ISSUED BY DEPARTMENT OF EXPENDITURE, GOVT. OFINDIA(HTTPS://DOE.GOV.IN/SITES/DEFAULT/FILES/OM%20DATED%2023.07.2020.PDF) AND ITS AMENDMENTS ISSUED FROM TIME TO TIME SHALL BE APPLICABLE FOR

DRAW	VING N	PURCH SPEC	Y CAT	TALOUGE Y	PLAN	N	TWO PART BID	Y
S.NO	INDENT NO	ITEM NO	CATEGORY	ENQUIRY QTY.				
1	242120034	1	259300	8.000				

NOTE:BHEL,BHOPAL'S Standard Terms & Conditions BP4255/MM5533 rev02 for imports and BP4255/MM5527 rev03 for indigeneous procurements form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

SPECIAL REMARKS	NAME:	SHRI VED PRAKASH SHUKLA
	DESG:	ENGINEER
		SIGN & SEAL



BHARAT HEAVY ELECTRICALS LIMITED BHOPAL

PRE QUALIFICATION REQUIREMENT(PQR) PI NO.- 242120034

SI. No.	Description	Date: 03.03.20 Vendor's
1,	The vendor should be either manufacturer of OIP/RIP bushings as per BHEL Enquiry <u>OR</u> their authorized representative. Authorized representative to submit authorization letter from the manufacturer as a documentary proof.	remarks (Y/N)
2.	800KV OIP/RIP Bushing: The manufacturer should be approved by POWERGRID for 800KV OIP/RIP bushings (or higher voltage ratings) as on bid opening date. Supplier to submit POWERGRID approval letter/drg/type test reports in support of the same.	

Prepared by: Singiren.E.Kandulna

Manager (BCE)

Approved by: Mahendra Kurre

AGM (BCE)

BHARAT HEAVY ELECTRICAL LIMITED, BHOPAL

SPECIFICATION CUM COMPLIANCE CERTIFICATE OF 800 kV OIP/RIP CONDENSER BUSHING

NAME & ADDRESS OF THE SUPPLIER:

SCOPE: SUPPLY OF 800 KV, 2500A, CTL - 600mm OIP / RIP CONDENSER BUSHINGS WITH COMPOSITE POLYMER INSULATOR COMPLYING WITH THE SPECIFICATIONS AS BELOW:

			PS/800/48, Rev01 Date : 03-03-2023
S.NO.	DESCRIPTION OF BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	REMARKS
1.0	WORKPIECE MATERIAL		
1.1	Item:		
	800KV Oil Impregnated Paper (OIP) / Resin Impregnated Paper (RIP) Condenser Bushing with composite polymer insulator.	Vendor to note	
2.0	SPECIFICATION:		
2.1.1	The electrical and mechanical characteristics of bushings shall be in accordance with IEC: 60137:2017 /DIN 42530	Vendor to confirm	
2.1.2	Bushings shall be robust and designed for adequate cantilever strength to meet the requirement of seismic condition, substation layout and movement along with the spare transformer with bushing erected and provided with proper support from one foundation to another foundation within the substation area.		
2.2	Valid type test reports as per IEC:60137 (2017) for similar 800 kV OIP bushings, conducted within last 7(seven) years prior to the date of bid opening shall be submitted alongwith the bid.	Vendor to confirm and submit the test reports alongwith the bid	
2.2.1	The type tests conducted earlier should have either been conducted in an accredited laboratory (accredited based on ISO/ IEC Guide 25/ 17025 or EN 45001 by the national accreditation body of the country where laboratory is located) or witnessed by client / third party.	Vendor to confirm	

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	Date : 03_03_2023

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S.NO.	DESCRIPTION OF BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	REMARKS
2.2.2	Type Tests reports should include Seismic Test.	Vendor to confirm	
2.2.3	In case valid type test report as mentioned under Sr. Nos. 2.2,2.2.1 & 2.2.2 above is not available, then vendor has to conduct type test in presence of BHEL / Customer representative before delivery of first lot, at no extra to BHEL.	Vendor to confirm	
2.3	The bidder may to offer composite silicon rubber insulator, conforming to IEC-61462.	Vendor to confirm	
2.3.1	The hollow silicone composite insulators shall comply with the requirements of the IEC publications IEC 61462 and the relevant parts of IEC 62217.	Vendor to confirm	
2.3.2	The design of the composite insulators shall be tested and verified according to IEC 61462 (Type & Routine test).	Vendor to confirm	
2.3.3	Polymer / composite insulator shall be seamless sheath of a silicone rubber compound.	Vendor to confirm	
2.3.4	The housing & weather sheds should have silicon content of minimum 30% by weight.	Vendor to confirm	
2.3.5	It should protect the bushing against environmental influences, external pollution and humidity.	Vendor to confirm	
2.3.6	It shall be extruded or directly moulded on the core.	Vendor to confirm	
2.3.7	The interface between the housing and the core must be uniform and without voids.	Vendor to confirm	

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	D-4 02 02 2022

			Date: 03-03-2023
S.NO.	DESCRIPTION OF BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	REMARKS
2.3.8	The strength of the bond shall be greater than the tearing strength of the polymer.	Vendor to confirm	
2.3.9	The manufacturer shall follow non-destructive technique (N.D.T.) to check the quality of jointing of the housing interface with the core.	Vendor to confirm	
2.3.10	The weather sheds of the insulators shall be of alternate shed profile as per IS/ IEC 60815-3 The weather sheds shall be vulcanized to the sheath (extrusion process) or moulded as part of the sheath (injection moulding process) and free from imperfections.	Vendor to confirm	
2.3.11	The vulcanization for extrusion process shall be at high temperature and for injection moulding shall be at high temperature & high pressure.	Vendor to confirm	,
2.3.12	Any seams / burrs protruding axially along the insulator, resulting from the injection moulding process shall be removed completely without causing any damage to the housing.	Vendor to confirm	
2.3.13	The track resistance of housing and shed material shall be class 1A4.5 according to IEC 60587.	Vendor to confirm	
2.3.14	The strength of the weather shed to sheath interface shall be greater than the tearing strength of the polymer.	Vendor to confirm	
2.3.15	The composite insulator shall be capable of high pressure washing.	Vendor to confirm	Color Color Color Color
2.4	When operating at normal rated voltage there shall be no electric discharge between the conductors and bushing which would cause corrosion or injury to conductors, insulators or supports by the formation of substances produced by chemical action.	Vendor to confirm	

/2023/H	EP-CIE40800	4 P. C. L. (1974) 18. 18. 18. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19	PS/800/48, Rev01 Date : 03-03-2023
S.NO.	DESCRIPTION OF BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	REMARKS
2.5	No radio interference shall be caused by the bushings when operating at the normal rated voltage. All surfaces of the metal parts shall be perfectly smooth with the projecting points or irregularities which may cause corona.	Vendor to confirm	
2.6	End fittings shall be free from cracks, seams, shrinks, air holes and rough edges.	Vendor to confirm	
2.7	End fittings should be effectively, sealed to prevent moisture ingress, effectiveness of sealing system must be supported by test documents.	Vendor to confirm	
2.8	All load bearing surfaces shall be smooth and uniform so as to distribute the loading stresses uniformly.	Vendor to confirm	
2.9	Clamps and fittings shall be of hot dip galvanised/stainless steel.	Vendor to confirm	
2.10	Each bushing should be supplied with bushing handling and lifting tools.	Vendor to confirm. List to submitted with offer.	
2.11	Bushings of identical current and voltage ratings must be interchangeable.	Vendor to confirm	
2.12	Oil End dimensions to match as per drg. no. BCE-4-1491 attached at Annexure-I.	Vendor to confirm	
2.13	Supplier to submit their Quality Plan for review by BHEL.	Vendor to confirm	
2.14	Corona Shield shall be provided at 800KV Bushing terminal (Air End) to minimise corona.	Vendor to confirm	

/2023/HEP-CIE40800		Spec No.: BCE		E/PS/800/48, Rev01 Date : 03-03-2023	
S.NO.	DESCRIPTION OF BHEL	REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	REMARKS	
2.15	Bushing shall be specially packed to avoid ar suitable for long storage, with non-returnable hinged type cover. Without any gap between opening cover with nails/screws type packing acceptable.	packing wooden boxes with wooden planks. Packing Box	Vendor to Confirm		
2.16	Detail method for storage of bushing includir in the instruction manual.	ng accessories shall be brought out	Vendor to Confirm		
2.17	Tan delta measurement at variable frequency in the multiple of 17Hz with applied voltage each bushing at bushing manufacturing work and the result shall be compared at site during healthiness of the bushing. No temperature cofor tan delta.	2KV-5KV) shall be carried out on s as routine test before dispatch g commissioning to verify the	Vendor to Confirm		
2.18	Tan delta value of bushing shall be 0.004 (matemperature. The measured tan delta value at not exceed by by 0.001 w.r.t factory results of	site of in service bushing should	Vendor to Confirm		
2.19	If within the warrantee period the bushing Ta increase is more than 0.001 in case of in serv shall arrange to replace the defective bushing	ice bushing at site, the supplier	Vendor to Confirm		
3.0	Technical Parameters				
3.1	Rated Voltage	800 kV	Vendor to specify		
3.2	Rated Current (Min.)	2500 A	Vendor to specify		
3.3	Lightning impulse withstand voltage	2100 kVp	Vendor to specify		

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I/2023/HEP-CIE40800		Spec No. : BCE/PS/800/48, Rev0 Date : 03-03-2023		
S.NO.	DESCRIPTION OF B	HEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	REMARKS
3.4	Switching impulse withstand voltage	1550 kVp	Vendor to specify	
3.5	One minute power frequency withstand voltage	970 kVrms	Vendor to specify	
3.6	Minimum total creepage distances	24800 mm (31 mm/kV)	Vendor to specify	
3.7	Tan delta of bushings	<= 0.004	Vendor to specify	
3.8	Max partial discharge level at Um	< 10 pC	Vendor to specify	
3.9	Test tap voltage withstand level	2 kVrms	Vendor to specify	
3.10	Corona Extinction Voltage	508 kV rms	Vendor to Confirm	
3.11	Oil end length excluding bottom terminal & shield (mm)	1955mm	Vendor to Confirm	
3.12	Air EndTerminal dia. & Length (mm)	Dia = 60mm, Length = 125mm	Vendor to Confirm	
3.13	Bottom porcelain max. dia. (mm)	528 mm	Vendor to Confirm	
3.14	Flange, PCD	12 holes,dia. 32 mm equally spaced on PCD 711 mm. Diameter 780mm	Vendor to Confirm	
3.15	CT space min.	600 mm	Vendor to Confirm	
3.16	Type of Lead	Solid Stem.Bottom connected	Vendor to Confirm	
3.17	No of holes, depth of bolt & hole diameter for oil end terminal	6 nos, depth = 20mm, hole dia = 12mm	Vendor to Confirm	
3.18	Oil End Shield diameter(max)	420mm	Vendor to Confirm	
4.0	DOCUMENTATION: Following documents in English languation bid for our evaluation.	age should be submitted along with the	Vendor to Confirm	
4.1	OGA Drawing		Vendor to submit	

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S.NO.	DESCRIPTION OF BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	REMARKS
4.2	Type test reports	Vendor to submit	
4.3	Instruction manual	Vendor to submit	
4.4	Quality Plan	Vendor to submit	
5.0	ROUTINE TEST INSPECTION:	Vendor to confirm	
5.1	Routine tests to be conducted on all bushings as per IEC 60137:2017. The routine tests may be witnessed by BHEL/customer/TPIA at supplier's works.	Vendor to confirm	

Prepared By: Singiren.E.Kandulna Manager (BCE) Checked By: Kulamani Naik SDGM (BCE) Approved By:
Mahendra Kurre
AGM (BCE)



Sl.No.	Description		
1	General:		
Α	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotation concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will overright the conditions in this annexure.		
2	General Instructions - Common for Indigenous & Foreign enquiries		
Α	Through E- procurement		
A1	 Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry. Bid Part - I Technical cum Commercial bid Bid Part - II Price bid Suppliers shall quote <i>price</i> on BHEL authorised third party service provider e-procurement site. Any deviation from the price format shall be clearly brought out in the offer Bid Part I. The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. All documents to be uploaded are necessarily to be signed and stamped. The quotation should be uploaded on the site before due date and time. Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them. 		
В	Through tender room		
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.		
B2	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2 nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date. Bids submitted as single part bid against two — part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.		
В3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.		
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.		
С	Through tender room or EProcurement		
C1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.		
C2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.		
C3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations		
	suitably for evaluation.		

Page 1 of 13 Ref: MI 2001A Annexure II



C5	Bid in single part or techno-commercial bid in two-part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for
	which separate intimation will be sent to the accepted bidders.
C6	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within 30 days of contract finalization date. No interest will be payable on EMD amount. EMD shall
	however be forfeited in the event of bidder opting out after submission of the bid.
	1.Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.
C7	2.Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.
C7	3.In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price
	implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on
	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall
	prevail. However in both situations, original price bid will be necessarily opened.
C8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
	Wherever the enquiry is issued to unregistered bidder, the bidder shall visit ' www.bhel.com ' for submitting the online
C9	Supplier Registration Application. Price bids of such bidders, will be opened only on techno-commercial acceptance of bid
	& after supplier registration.
	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender
C10	will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/s uspension_guidelines_abridged.pdf
	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions,
C11	clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com) only. Bidders responding to these tender
CII	should regularly visit website(s) to keep themselves updated.
	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting
	discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one
C12	bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of
012	lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision
	in such situations shall be final and binding.
	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by
040	the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding
C13	of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1
	bidder is less than the quantity tendered for.
	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the
	part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the
C14	tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u> - Refer
	Guidelines for suspension of Business Dealings with Suppliers/Contractors available on
	https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions
_	call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-
D	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
3	Delivery Terms
A	Indigenous Purchase
A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
В	Foreign Purchase — Imports
	1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.
	2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry
	Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP & HC Containers.
B1	3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) &
	Break-bulk Cargo at Mumbai (MPT - INBOM1).
	4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be
1	at Numbai ACC (INDONAA)
	at Mumbai ACC (INBOM4). 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.

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The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 8. Please visit BHEL Bhopal website https://bpl.bhel.com for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer. 9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in 9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years. 9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor. 9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges. 9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges. 10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons). For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period В2 offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period. Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account. 4 Bidder's particulars & logistics information (Bidder to give details against each of the provisions) Name of the bidder's executive to deal with this tender / Α project E-mail address of the contact person R C Telephone no. of the contact person Name of location from where the goods shall be offered D for inspection and dispatch 5 **Additional logistics information for Imports** Α Bid currency Charges applicable at discharge port up to BHEL's CFS В (Container Freight Station) to be indicated in your offer and on the B/L Name of Airport in the country of dispatch for FCA C delivery terms Estimated number, type & size of containers for delivery D of tendered quantity (applicable where the goods are to No. of packages with cumulative gross weight and CBM Ε volume (applicable for LCL & Break-bulk shipment) Approx. distance in km. from Bidder's works to Port of Sea port /Air port F Loading 6 **Delivery Schedule & Completion date** Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. Α If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable. · BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.

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D	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.
В	For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as mutually agreed.
С	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
7	Transit Insurance
Α	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
A	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	Penalty for delayed performance.
A1	Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT.
A2	However, in case of Capital Machine / BOP <i>where</i> staggered deliveries may be applicable, the penalty will be levied on total order value.
A3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
A4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
В	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Bidder. In such an event, it shall be obligatory on the part of bidder to make good any loss suffered by the purchaser.
С	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
D	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	Indian Agents and Agency commission
Α	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
В	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
С	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.

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11	Documentation:		
Α	Indigenous Purchase		
	Bidder shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter)		
	Commercial invoice in duplicate, consignee copy of LR & 2 sets ea		
	certificate, O & M manuals (where applicable), immediately on de		
		espatch of the goods. The distribution of such documents	
	will be specified in the Purchase order.		
	In case of labour / mixed basis jobs, material is issued free of co		
	Free Issue Material Statement (FIMS) is to be submitted with each	h bill.	
В	Foreign Purchase — Imports		
	Seller shall send ${\bf 1}$ set of following documents, in English, within	7 days of B/L date / 1 day of AWB date by courier to the	
	Purchaser		
	 Express / Original 'Clean on board' Bill of Lading / AWB. 		
	2. One set of Commercial Invoice, Packing list indicating contai	ner-wise Gross weight, Net weight, CBM volume, No. of	
	packages with Dimensions of each package.		
	3. Original Certificate of Country of Origin (COO) issued by Char	nber of Commerce. COO shall be as per requisite format	
	where duty concession is available under Preferential Tra	ade/Comprehensive Economic Partnership/Free Trade	
	agreement. Customs tariff heading (CTH)/ Harmonized Syst	em of Nomenclature (HSN) code of material should be	
	mentioned on invoice and COO in all such cases.		
	One set of Original Test Certificates and O&M Manual where	called for.	
	5. Fumigation / Phyto-Sanitary Certificate wherever cargo is pac		
	is used.	22 11 2 3 3 Passing or plant origin material	
	 Supplier should additionally forward 2 sets of original docur 	nents mentioned at point nos 1 to 5 above along with	
	Original Bill of Lading (OBL) or AWB through any international	· · · · · · · · · · · · · · · · · · ·	
	of obtaining the same directly to the following:	Tourier service/registered airmail within three (3) days	
		DCM (FIN FD)	
	AGM (M.S)	DGM (FIN- FP)	
	Regional Operations Division BHEL	4 th Floor, Administrative Bldg.	
	14 th Floor Centre-1	BHEL Bhopal - 462022 (India)	
	World Trade Centre, Cuffe Parade	E-mail : fin_fp.bpl@bhel.in	
	Mumbai 400 005 INDIA		
	Email: msseabpl@bhel.in (In case of Sea freight)		
	msair@bhel.in (In case of Air freight)		
	And confirm forwarding details to AGM (CMM- FE), BHE	• -	
	7. In case the Seller decides to negotiate all 3 originals of B/L / AV		
	Bank, non-negotiable documents (NNDs) consisting of copy of	f B/L / AWB & documents mentioned at Sl. no. 11- B2 to	
	B5 will be sent by e-mail to the Purchaser at his e-mail a	ddress given in the PO with one copy to be mailed at	
	mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea	shipment) or msair@bhel.in (for Air shipment). Other	
	documents, as required, will be separately indicated in the F	Purchase Order. Additional expenditure, if any, incurred	
	by the Purchaser by way of detention / demurrage, result	ng out of delay attributable to the Seller in providing	
	Negotiable documents, will be recovered from the Seller.		
	In case any discrepancy is raised by the Bankers / BHEL with re	spect to the documents submitted, vendor to facilitate	
	clearance of goods through Delivery Order.	,	
	Additionally, following requirements to be taken care of by the b	idder during PO execution stage:	
	i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID		
	mentioned on B/L or AWB.	(
	ii) As per Uniform Customs Practice (UCP 600) for documentary of	redits (L/C) presentation period allowed is maximum	
	21 days after the date of shipment. However, for geographic	• • • • •	
	4 weeks, a shorter presentation period shall be agreed upon.	any closer ports where sea voyage tille is less tilali s-	
		to BHEL's hank within E days of shipment. One set of	
	original may be sent to any one of ROD, CMM-FE and MM, co		
	iv) For Air shipments through non-CONSOL (i.e., not through B		
	given to BHEL without insisting for Bank Release Order (BRO)	· · · · · · · · · · · · · · · · · · ·	
	v) It must be ensured that original shipping/commercial docume	-	
	should reach BHEL's bank at least 10 days prior to cargo arriv	·	
	vi) Part shipment and trans-shipment to be avoided to the exte		
	shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments.		
С	General		
	1. For Hazardous chemicals, the materials safety data sheet (N	1SDS) is to be submitted.	
	,		

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	2. All satisfies a selection of DUEL contact and applied and their decision is find in a second contact and a seco
	2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from
	the supplier without awaiting supplier's confirmation
	3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods
	with that of the PO No. and the consignee details.
	4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete
Α	execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the
	Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing
	charges as called for in the NIT.
13	Price Validity:
Α	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno-commercial
4.4	(Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
Α	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
В	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
С	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
D	Bidder to submit invoices compliant with GST invoice Rules
	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial
E	liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from
	the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise
_	due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
F	Bidder to ensure TAX INVOICE submission along with consignment
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to
G	ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both
	activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the
н	provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional
	financial implications on BHEL shall be passed on to the bidder
1	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them
J	under GST regime to BHEL
	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL
	will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST)
	or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per
L	above.
K	The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS
	deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to
	use the same for payment of tax or any other amount.
	Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	Taxes & Duties - Foreign Purchase — Imports
Α	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch
	for the quoted CFR / CIF price.
16	Payment Terms-
	Indigenous: 100% payment in 90 days of receipt (45 days for MSE including Udyog Aadhar/ Udhyam registered suppliers
	as per relevant act in force), subject to acceptance of material and relevant documents at BHEL. In case of despatch of
Α	material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any
	deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment
В	terms of CAD payable on 90 th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment
"	based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit
<u> </u>	1 Subsection State of Stequest, then Sids shall be evaluated with loading of State Dalik of India base rate plus 0/6, for the credit

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	period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.
	Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.
	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances
	purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction
С	entered into with BHEL.
	In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be
	recovered at the time of remittance to the bidder.
	Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in
D	respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's
D	country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be
	furnished by the bidder as a declaration.
17	Inspection of Goods
	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case
Α	Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for
	inspection/ testing, as provided for in the contract.
	Purchaser or his authorized representative shall be entitled to carry out inspection of material and
	workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during
	execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations
	under the contract.
В	Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing,
	replacement / rectification, as required, will have to be done by Supplier.
	If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.
	In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to
	BHEL.
С	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's
	works before clearing the items for despatch.
	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or
	BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless
D	otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be
	deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials,
	electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to
	carry out such tests effectively.
	REJECTION:
	If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:
	a). Allow the compliant whenever protectly covered to mostify the projected goods at DUFL's works within recognition
	a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable
	time as fixed by BHEL.
	Or
	b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the
	supplier thereafter. Or
	c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be
E	regulated as per terms and condition of the original Purchase Order.
	In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods
	at supplier's works within reasonable time as fixed by BHEL.
	Or
	d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including
	services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain
	on repurchase.
	Or Or
	e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the
	supplier.
	Or
	· ·

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	f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
А	Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may
	take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder. In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.
19	Evaluation and Loading Criteria:
13	The evaluation currency for this tender shall be INR.
А	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement
20	(CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.
20	Variation of orders
Α	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract /
А	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills.
Α	b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	Safety clause for purchase orders
	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection.
А	The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	Non-Disclosure Agreement
	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent
А	of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right</u> to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

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	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's
	property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.
	These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned
	to BHEL within 90 days of issue of the same.
25	Settlement of Disputes & Arbitration
Α	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request
	of the Bidder and the decision of the Purchaser shall be final.
В	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
С	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of
	the Purchaser.
	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect
	of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or,
	the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in
	any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the
	Contract.
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-
	enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration
	proceedings under this clause. The seat of arbitration shall be Bhopal.
	The cost of arbitration shall be borne as per award of the Arbitrator.
_	Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter
D	arising out of or in connection with this Contract.
	Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall
	proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence
	and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this
	Contract. Administrative Mechanism for Resolution of CPSEs Dispute as stated in
	https://dpe.gov.in/guidelines/guidelines/chapters/2673.
	In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial
	Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government
	Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such
	dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of
	CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."
E	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
20	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the
Α	Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall
^	have sole jurisdiction.
	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel
27	the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
^	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender
Α	(NIT) deviation shall not be accepted.
D	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign
В	currency, the BG must also be in Foreign currency, so specified by the Purchaser.
С	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and
D	Performance Bank Guarantee are required, shall not be construed as deviation.
Ε	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall
L	be issued against a suitable Bank guarantee as specified in the Enquiry.
	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned.
	In case of delay in submission of performance security, enhanced performance security which would include interest (SBI
F	rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted such
	security, the amount of performance security due shall be covered as per terms defined in NIT/ contract , from the bills
29	along with due interest. Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) —

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	All benefits as per Government of India guidelines shall be given to eligible bidders. MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of relevant document stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the
	case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. Note: MSME benefits shall not be given to traders, Dealers or authorised agents. MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant
А	documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
В	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s). In case of indivisible tender, the full quantity shall be awarded to L1.
С	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
D	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate/ Udyog Aadhar Memorandum certificate having deemed validity (five years from the date of issue in acknowledgement in EM II/ Udyog Aadhar) or valid NSIC certificate or EM II/ Udyog Aadhar certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited) or such other document as may be stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for

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	notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating				
	MSE meets the tender requirements.				
	In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a				
	part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been				
	*		the premise of an MSE then BHEL may reject the bid or, as the		
	<u> </u>		or suspension of the business dealing against the bidder as per		
	_	- ·	with suppliers/ contractors of BHEL.		
			ry fall under category of reserved items as defined in "Public		
	Procurement Policy for M	licro and Small Enterprises (M	SEs) Order, 2012" and if any of the MSE bidder(s) is techno-		
	commercially qualified the	n the price bids of only MSE bi	dders shall be opened. If no MSE bidder is techno-commercially		
		f all techno-commercially qual			
30	Integrity Pact (IP) — Indep	endent external monitors (IEI	M)		
30	For tenders in which integr	rity pact is applicable, following	g points stand valid :		
			veen the company and its bidders/contractors are handled in a		
	fair, transparent and corru	ption free manner. A panel of	Independent External Monitors (IEMs) have been appointed to		
	oversee implementation of	f IP in BHEL.			
	The IP as enclosed with th	e tender is to be submitted (di	uly signed by authorized signatory who signs in the offer) along		
Α	with techno commercial b	id. Only those bidders who ha	ive entered into such an IP with BHEL would be competent to		
			nis pact would be a preliminary qualification.		
	Name:				
	Address:		As indicated in NIT / enquiry		
	E-mail :				
	Please refer section 8 of t	he IP for roles and responsibil	ities of IEMs. In case of any complaint arising out of tendering		
	process, the matter may be	e referred to the IEM mentione	ed in the tender.		
	NOTE: No routine correspo	ondence shall be addressed to	the IEM (phone / post/e-mail) regarding the clarifications, time		
	extensions or any other ad	ministrative queries, etc. on th	e tender issued. All such clarifications/ issues shall be addressed		
	directly to the tender issui	ng (procurement) department.			
	For all clarifications/ issue	s related to the tender, please	contact:		
В		(1)	(2)		
	Name	/			
	Landline No.				
	Mobile No.				
	Email				
	Dept.	/			
	Address				
	Fax				
	Fraud Prevention Policy:	The Bidder along with its assoc	iate/ collaborators/ sub-contractors/ sub-bidders/ consultants/		
0.4	_	/	vention Policy displayed on BHEL website www.bhel.com_and		
31	· · · · · · · · · · · · · · · · · · ·		ent about any fraud or suspected fraud as soon as it comes to		
	their notice.	_	, ,		
	Integrity Commitment: Th	e offers of the bidders who are	under suspension as also the offers of the bidders, who engage		
32	the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.				
	Integrity commitment, performance of the contract and punitive action thereof :				
	Commitment by BHEL:				
Α	BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution				
	of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.				
В	Commitment by bidder / S				
	_		measures to prevent corruption and will not directly or indirectly		
	influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which				
	tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force				
	in India.				
B1 - The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made,					
_			= : : : : : : : : : : : : : : : : : : :		
	committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL				
			cute the contract as per the contract terms & conditions and will		
	not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.				

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B2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
	Preventive checks to eliminate suspected cartel formation between suppliers The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines
	Declaration by Bidders We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No
В3	1.0 2.0
	3.0
	Ihereby declare on behalf of M/s and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No
	() For M/s Seal and Sign
33	Public Procurement (Preference to Make in India), Order 2017 For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines
I	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
=	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
III	Bidder from a country which shares a land border with India" for the purpose of this order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a county; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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IV	The beneficial owner for the purpose of (iii) above will be as under: 1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation — a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
V	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
VI	Model certificate for Tenders "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached]."

Note:

- 1.0 Tender Specific conditions shall override relevant provisions of this GTC
- 2.0 In the event of any change as notified by Govt. of India same will supersede.

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ANNEXURE-T&C 3A TO ENQUIRY No. E7523038

SPECIAL COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS ITEMS/ INDIAN VENDORS

Important: This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance.

Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.

	<u>rejection.</u>	I =
	Terms & Conditions	Vendor's
Sl.		Remarks
No.		(Yes/No)
1.	Sealed Quotations are invited for procurement of following Bushing as per	/
1.	BHEL Technical Specification no-	
	Brille reclinical specification no-	
	(1) 900KN 2500A OID/DID DUCHING WITH DOLVMED HOHGING AC	
	(1) 800KV,2500A OIP/RIP BUSHING WITH POLYMER HOUSING AS	
	PER TECHNICAL SPEC. NO BCE/PS/800/48,REV 01 (08 Nos.)	
2	(A) Vendor should be either manufacturer of OIP/RIP bushings as per	
	BHEL enquiry or its authorized representative.	
	Authorized representatives to submit authorization letter from the	
	manufacturer as documentary proof.	
	(B) The manufacturer should be approved by POWERGRID for 800kV	
	OIP/RIP bushings (or higher voltage ratings) as on bid opening date .	
	Supplier to submit POWERGRID approval letter/drg/Type test reports in	
	support of the same.	
3.	**	
3.		
	(https://eprocurebhel.co.in). Quotations on e-procurement portal are invited	
	in two part bid system.	
	Quotations/offers in two part bid system should be submitted by vendors	
	on e-procurement portal on or before Due date.	
	Late tender shall not be entertained and shall be summarily rejected.	
4.	The offered material should be exactly in accordance with technical	
	Specification enclosed with enquiry. Any deviation shall be clearly	
	brought-out in a separate sheet and mentioned in the remark's column. In	
	case no separate deviation sheet is found, the offer shall be considered to	
	be matching with BHEL's technical requirement.	
	be matering with BITEE 5 technical requirement.	
5	PRICE:	
5.a	Prices shall be quoted on FOR Destination basis up to BHEL BHOPAL	
	inclusive of freight, insurance, packing, applicable Taxes etc	
5.b	Prices shall remain firm till execution of the contract. Reverse Auction is	
	not proposed for this tender enquiry.	
5.c	TERMS OF PAYMENT:	
5.d	Supply Payment:	
	Indigenous: 100% payment in 90 days of receipt (45 days for MSE	
	including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant	
	act in force), subject to acceptance of material at BHEL, on direct	
	presentation of the documents. Any deviation from the above payment	
	terms, if accepted by BHEL, shall be loaded @ SBI base rate + 6% for the	
_	purpose of bid evaluation.	
5.e	No "Advance Payment" Term will be accepted	
6.	VALIDITY:	
6a.	The offer should remain valid upto 120 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible	
-	, , , , , , , , , , , , , , , , , , ,	l

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	from the date of PO, to meet the delivery requirement given in our enquiry	
	sheet. Bidder shall commit delivery period in number of days / weeks/	
	months to suit the delivery period indicated in the enquiry. Kindly	
	submit Activity Schedule for Delivery with the bid.	
7b.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of	
	general terms and conditions of enquiry (BP200102A). Penalty shall be	
	levied @ ½% (Half percent) per week subject to a maximum of 10% of the	
	total order value. Total order value above shall be Item wise, Lot wise	
	order value. Delivery shall be guaranteed by acceptance of penalty.	
7c.	Short Shipment: In case of any short shipment in the main	
70.	equipment/spares, where separates rates are not available in the contract,	
	all taxes and duties levied on such supplies, if any shall be borne by the	
	supplier.	
0	11	
8.	WARRANTY:	
8a.	Warranty Period: The material shall be warranted for 12 months from the	
	date of receipt. Refer general terms and conditions of enquiry warranty cl	
	18 A of BP 200102A	
8b.	Warranty Replacements: Any warranty replacement during warranty	
	period shall be provided on FOR Destination basis only. Customs	
	clearance and duty payments, if any, for such cases shall be to the account	
	of vendor only.	
9.	Suppliers have to submit offer with compliance to GST .Please furnish the	
	following details.	
	a) Type of Item (Supply/Trading/Services),	
	b) Input Tax Credit Applicable (Y/N),	
	c) GST Type (IGST/CGST+SGST/UGST),	
	d) HSN /SAC code	
	e) Applicable value/ rate of GST.	
	e) GSTIN No	
10.	In case GST credit is delayed/denied to BHEL due to non/delayed receipt	
	of goods and/or tax invoice or expiry of timeline prescribed in GST law for	
	availing such ITC, or any other reasons not attributable to BHEL, GST	
	amount shall be recoverable from vendor along with interest levied on	
	BHEL (if any).	
11.	In case vendor delays declaring any invoice in his return and GST credit	
11.	availed by BHEL is denied or reversed subsequently as per GST law, GST	
	amount paid by BHEL towards such ITC reversal as per GST law shall be	
	recoverable from vendor/contractor along with interest levied on BHEL (if	
	any).	
12.	Please furnish the following details in your offer:	
12.	a) Shipping dimension	
	b) Weight of consignment	
	c) Type of vehicle required for inland transport in India	
	d) Whether bushings are stackable or not	
	e) No of bushings that can be transported in one Vehicle.	
	f) Drawing, Datasheet	
	g) O & M manual	
	h) PQR documents (Annexure –I to PQR, Questionnaire to be	
	submitted) (Customer approved vendor list applicable)	
	i) Letter of confirmation for Total Compliance to Technical	
	specification without any deviation from Vendor	
	After PO	
	a)Test certificates	
	b) O & M manual	
13	Suppliers should meet the (PQR) qualifying requirement attached with	
13	suppliers should meet the (FQK) quantying requirement attached with	<u> </u>

matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

No routine correspondence shall be addressed to the IEM (phone/

Note:

post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: Details of contact person(s): (1) Name: Ved Prakash Shukla Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3159 Email: ved.shukla@bhel.in (2) Name: Rakesh sharma (DGM) Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3792 Email: r.sharma@bhel.in 20 Acceptance to BHEL Conciliation Scheme 2018 as per Annexure -IV 21 Inspection by BHEL/ CUSTOMER at suppliers works. Final Inspection & acceptance at BHEL. Material to be dispatched after getting dispatch clearance Delivery schedule will be as per ACTIVITY SCHEDULE annexure 22 23 Restriction to quote by bidders from countries having land border with India, as per Public Procurement Order issued by Department of Expenditure, (https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf) and its amendments issued from time to time shall be applicable for this tender. 24 **Conflict of Interest:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or

> quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the

following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal; or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Signature of vendor with date & seal

ACTIVITY SCHEDULE (To be confirmed by the supplier)

Tender Enquiry No.: E7523038 Procurement of RIP BUSHING as per NIT/SPEC/ANNEXURE

Delivery Schedule: ITEM WISE DELIVERY SCHEDULE TO BE SUBMITTED

ITEM NO/ NAME: #1) 800KV,2500A OIP/RIP BUSHING WITH POLYMER HOUSING AS PER TECHNICAL SPEC. NO BCE/PS/800/48,REV 01 (08 Nos.)

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	Cumulative Time in Weeks from PO date	REMARKS IF ANY
1.	Material Readiness for Inspection after PO placement:			
2.	Inspection by BHEL or its customer at vendor's works	14 days (fixed by BHEL)		
3.	Time period for delivery (FOR BHEL bhopal)	10 days		

Note:

1) Inspection call shall be raised 21 days prior to readiness for inspection considering the time required to arrange the same.

Signature & Seal Date:

ANNEXURE-T&C 3B TO ENQUIRY No. E7523038

SPECIAL COMMERCIAL TERMS AND CONDITIONS FOR IMPORTED ITEMS/FOREIGN VENDORS

Important: This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance.

Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.

Terms & Conditions	Vendor's Remarks (Yes/No)
Sealed Quotations are invited for procurement of following Bushing as per BHEL Technical Specification no-	
(1) 800KV,2500A OIP/RIP BUSHING WITH POLYMER HOUSING AS PER TECHNICAL SPEC. NO BCE/PS/800/48,REV 01 (08 Nos.)	
 (A) Vendor should be either manufacturer of OIP/RIP bushings as per BHEL enquiry or its authorized representative. Authorized representatives to submit authorization letter from the manufacturer as documentary proof. (B) The manufacturer should be approved by POWERGRID for 800kV OIP/RIP bushings (or higher voltage ratings) as on bid opening date. Supplier to submit POWERGRID approval letter/drg/Type test reports in support of the same. 	
Sealed Quotations are invited on e-procurement portal (https://eprocurebhel.co.in). Quotations on e-procurement portal are invited in two part bid system. Quotations/offers in two part bid system should be submitted by vendors on e-procurement portal on or before Due date. Late tender shall not be entertained and shall be summarily rejected.	
The offered material should be exactly in accordance with technical Specification enclosed with enquiry. Any deviation shall be clearly brought-out in a separate sheet and mentioned in the remark's column. In case no separate deviation sheet is found, the offer shall be considered to be matching with BHEL's technical requirement.	
PRICE:	
Prices shall be quoted on CIP JNPT Nhavasheva basis in foreign currency.	
Prices shall remain FIRM till execution of the contract. Reverse Auction is not proposed for this tender enquiry.	
Bhopal	
1	
considers any deviation in payment terms i.e. early payment based	
on vendor's request, then bids shall be evaluated with loading of	
SBI Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 Month prior to shipment date, valid for period of	
	Sealed Quotations are invited for procurement of following Bushing as per BHEL Technical Specification no- (1) 800KV,2500A OIP/RIP BUSHING WITH POLYMER HOUSING AS PER TECHNICAL SPEC. NO BCE/PS/800/48,REV 01 (08 Nos.) (A) Vendor should be either manufacturer of OIP/RIP bushings as per BHEL enquiry or its authorized representative. Authorized representatives to submit authorization letter from the manufacturer as documentary proof. (B) The manufacturer should be approved by POWERGRID for 800kV OIP/RIP bushings (or higher voltage ratings) as on bid opening date. Supplier to submit POWERGRID approval letter/drg/Type test reports in support of the same. Sealed Quotations are invited on e-procurement portal are invited in two part bid system. Quotations/offers in two part bid system should be submitted by vendors on e-procurement portal on or before Due date. Late tender shall not be entertained and shall be summarily rejected. The offered material should be exactly in accordance with technical Specification enclosed with enquiry. Any deviation shall be clearly brought-out in a separate sheet and mentioned in the remark's column. In case no separate deviation sheet is found, the offer shall be considered to be matching with BHEL's technical requirement. PRICE: Prices shall remain FIRM till execution of the contract. Reverse Auction is not proposed for this tender enquiry. Price evaluation of rates shall be done on basis of landed cost at BHEL Bhopal TERMS OF PAYMENT: Supply Payment: 100% against irrevocable, unconfirmed LC, payable within 90 days of the bill of lading/ Air way bill (BL/AWB) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of SBI Base rate plus 6%, for the credit period short of 90 days. The LC

Ar	nnexure-TC to E7523038 Page 2	of 7
	Payment terms of CAD payable on 90th day of BL / HAWB date shall	
	be preferred.	
	Supplier shall confirm specifically between CAD & LC payment	
	mode.	
5.f	No "Advance Payment" Term will be accepted.	
6.	VALIDITY:	
6a.	The offer should remain valid upto 120 days from the tender opening	
	date.	
7.	DELIVERY:	
7a.	Delivery Schedule: -Delivery schedule shall be quoted earliest possible	
	from the date of PO, to meet the delivery requirement given in our	
	enquiry sheet. Bidder shall commit delivery period in number of days	
	/ weeks/ months to suit the delivery period indicated in the enquiry.	
	Kindly submit Activity Schedule for Delivery with the bid.	
7b.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of	
	general terms and conditions of enquiry (BP200102A). Penalty shall be	
	levied @ ½% (Half percent) per week subject to a maximum of 10% of	
	the total order value. Total order value above shall be Item wise, Lot	
	wise order value. Delivery shall be guaranteed by acceptance of penalty.	
7c.	Short Shipment: In case of any short shipment in the main	
	equipment/spares, where separates rates are not available in the contract,	
	all taxes and duties levied on such supplies, if any shall be borne by the	
	supplier.	
8.	WARRANTY:	
8a.	Warranty Period: : The material shall be warranted for 12 months from	
	the date of receipt. Refer general terms and conditions of enquiry	
	warranty cl 18 A of BP 200102A	
9.	Warranty Replacements: Any warranty replacement during warranty	
	period shall be provided on FOR Destination basis only. Customs	
	clearance and duty payments, if any, for such cases shall be to the	
	account of vendor only.	
10.	Please furnish the following details in your offer: (WHICHEVER	
	APPLICABLE)	
	a) Shipping dimension	
	b) Weight of consignment	
	c) Type of vehicle required for inland transport in India	
	d) Whether bushings are stackable or not	
	e) No of bushings that can be transported in one Vehicle.	
	f) Drawing, Datasheet	
	g) O & M manual	
	h) PQR documents (Annexure –I to PQR, Questionnaire to be	
	submitted) (Customer approved vendor list applicable)	
	i) Letter of confirmation for Total Complaince to Technical	
	specification without any deviation from Vendor	
	j)Activity Schedule	
	After PO	
	a)Test certificates	
	b) O & M manual	
11.	Please furnish Permanent establishment and business connection	
11.	declaration as per applicable Annexures. Please fill in Annexure I or	
	Annexure II (whichever is applicable) and enclose the same along with	
	tender documents.	
12.	Suppliers should meet the (PQR) qualifying requirement attached with	
14.	the enquiry. Offers from vendors not meeting the qualification	
	the enquiry. Offers from vendors not meeting the quantication	

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	requirements, shall be summarily rejected, and Part-II Price bid of such	
	vendors will not be opened	
13	Items are to be procured on Individual L1 basis	
14	The above terms and conditions shall be read in conjunction with	
	BHEL's Standard Terms and Conditions of Enquiry Form No	
	BP200102A enclosed with enquiry. Wherever difference in terms &	
	Conditions is there, the terms & conditions mentioned in this Annexure-	
	T&C 3B will prevail.	
15	The evaluation currency for this tender shall be INR	
	·	
16	MII & MSE purchase preference shall be applicable for this tender	
	enquiry as per GOI /DPIIT PPP-MII latest circulars.	
	This item is indivisible in nature. Hence in case of Non-MSE bidder	
	and/or MII-Class II bidder becoming L1 and MSE bidder is within 15%	
	(for MSE purchase preference) /20% (for MII purchase preference) price	
	band of L1 bidder, 100% quantity shall be offered to MSE/MII Class I	
	supplier in accordance with price match provisions.	
17	Splitting & Divisibility of Item is not applicable for this tender enquiry.	
18	The Destination terminal handling charges (DTHC) when paid by BHEL	
	directly to the terminal, will not be paid to the Shipping Line. For cases	
	where Shipping line forcefully charges the DTHC to BHEL, the same	
	along with any additional/consequential expenses incurred (like	
	detention/ demurrage, etc) will be recoverable from supplier Bills.	
19	Integrity Pact (IP):	†
19a	As per Government of India's guidelines, this contract will be covered	
174	under Integrity Pact. Performa for Integrity Pact is enclosed with this	
	enquiry. Integrity Pact document, as per this format, is to be prepared	
	and signed by vendors and is to be submitted along with Techno-	
1.01	commercial bid (Part-I) duly signed and sealed on all the pages .	
19b	Offers received without Signed Integrity Pact shall be rejected. Price bid	
10	of such vendors will not be opened.	
19c	IP Clause:	
	(a) IP is a tool to ensure that activities and transactions between the	
	Company and its Bidders/ Contractors are handled in a fair,	
	transparent and corruption free manner. Following Independent	
	External Monitors (IEMs) on the present panel have been	
	appointed by BHEL with the approval of CVC to oversee	
	implementation of IP in BHEL.	
	SI IEM Email	
	1. Shri Otem Dai, IAS (Retd.) iem1@bhel.in	
	2. Shri Bishwamitra Pandey, IRAS (Retd.) iem2@bhel.in	
	3. Shri Mukesh Mittal, IRS (Retd.) iem3@bhel.in	
	(b) The IP as enclosed with the tender is to be submitted (duly signed	
	by authorized signatory) along with techno-commercial bid (Part-	
	I, in case of two/ three part bid). Only those bidders who have	
	entered into such an IP with BHEL would be competent to	
	participate in the bidding. In other words, entering into this Pact	
	would be a preliminary qualification.	
	(c) Please refer Section-8 of IP for Role and Responsibilities of	
	IEMs. In case of any complaint arising out of the tendering	

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	process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.	
	Note:	
	No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:	
	Details of contact person(s): (1) Name: Ved Prakash Shukla	
	Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3159 Email: ved.shukla@bhel.in	
	(2) Name: Rakesh sharma (DGM) Deptt: MM-TCB	
	Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3792 Email: r.sharma@bhel.in	
20	Acceptance to BHEL Conciliation Scheme 2018 as per Annexure -IV	
21	Inspection by BHEL/ CUSTOMER at suppliers works. Final Inspection & acceptance at BHEL. Material to be dispatched after getting dispatch clearance	
22	Following documents other than mentioned in GTC BP200102A, also to be submitted by vendor-	
22a	Original One set of Original Test Certificate / Certificate of Conforminty / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM and different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.	
22b	Seller's declaration that wood- packing material used in packing is in accordance with IPPC standard ISPM no.15 and has been labelled compliant with IPPC mark by manufacturers or beneficiary's declaration that woodpacking material has not been used packing of the goods.	
22c	PRE DISPATCH CLEARANCE ISSUED BY BHEL REFERENCING Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates.	

22d Certificate from shipping company or its agent or its owner or

Ar	nnexure-TC to E7523038 Page 9	
	master or charterer stating that the carrying vessel is seaworthy	
	and the vessel is classified by an approved classification society	
	as per institute classification clauses and classified as LLOYDS	
	100 a1 or its equivalent classification stating that the vessel is not	
	more than 25 years old.	
22e	Marine/air insurance policy or certificate, blank endorsed, dated	
	not later than the date of OBL/AWB, full set in the negotiable form	
	in the currency of credit covering 110% of the invoice value.	
	Insurance to include institute cargo clauses (a), institute war	
	clauses (marine cargo) and institute strike clauses (marine cargo)	
	with claims payable in india. Insurance to cover from supplier's	
	warehouse to JNPT NHAVA SHEVA MUMBAI / MUMBAI	
	SEAPORT / MUMBAI AIRPORT/ ICD, MANDIDEEP, as applicable	
226		
22f	The destination terminal handling charges (dthc) will be paid by	
	bhel directly to the terminal and same will not be paid to the	
	shipping line of vendor. If shipping line charges the dthc to bhel,	
	the same along with any additional/consequential expenses	
	incurred (like detention/ demurrage, ground rent, penalty, etc) will	
	be recoverable from beneficiary's bills confirmed via	
	seller's/beneficiary bank swift.	
22g	If seller/beneficiary does not comply or deviates from any of the	
	above clauses/compliances, then any additional charges,	
	demurrage, detention, ground rent, clearance charges, penalty,	
	etc imposed on or borne by/paid to bhel due to such non-	
	compliance/deviation, etc., shall be to the account of the	
	seller/beneficiary and shall be recoverable from the	
	seller's/beneficiary's bills confirmed via seller's/beneficiary bank	
	swift.	
23	Delivery schedule will be as per ACTIVITY SCHEDULE annexure	
24	Restriction to quote by bidders from countries having land border with	
	India, as per Public Procurement Order issued by Department of	
	Expenditure, Govt. of India	
	(https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf)	
	and its amendments issued from time to time shall be applicable for this	
	tender.	
25	Conflict of Interest:	
	A bidder shall not have conflict of interest with other bidders. Such	
	conflict of interest can lead to anti-competitive practices to the detriment	
	of Procuring Entity's interests. The bidder found to have a conflict of	
	interest shall be disqualified. A bidder may be considered to have a	
	conflict of interest with one or more parties in this bidding process, if:	
	a) they have controlling partner (s) in common; or	
	b) they receive or have received any direct or indirect subsidy/ financial	
	stake from any of them; or	
	c) they have the same legal representative/agent for purposes of this bid;	
	or	
	d) they have relationship with each other, directly or through common	
	third parties, that puts them in a position to have access to information	
	about or influence on the bid of another Bidder; or	
	e) Bidder participates in more than one bid in this bidding process.	
	Participation by a Bidder in more than one Bid will result in the	
	disqualification of all bids in which the parties are involved. However,	
	this does not limit the inclusion of the components/ sub-assembly/	
	<u> </u>	
	Assemblies from one bidding manufacturer in more than one bid;	
L	f) In cases of agents quoting in offshore procurements, on behalf of their	

principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal; or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Signature of vendor with date & seal

ACTIVITY SCHEDULE (To be confirmed by the supplier)

Tender Enquiry No.: E7523038 Procurement of RIP $BUSHING\,$ as per NIT/SPEC/ANNEXURE

Delivery Schedule: ITEM WISE DELIVERY SCHEDULE TO BE SUBMITTED

ITEM NO/ NAME: #1) 800KV,2500A OIP/RIP BUSHING WITH POLYMER HOUSING AS PER TECHNICAL SPEC. NO BCE/PS/800/48,REV 01 (08 Nos.)

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	Cumulative Time in Weeks from PO date	REMARKS IF ANY
1.	Material Readiness for Inspection after PO placement:			
2.	Inspection by BHEL or its customer at vendor's works	14 days (fixed by BHEL)		
3.	Time period (Upto BL date)	10 days		

Note:

1) Inspection call shall be raised 21 days prior to readiness for inspection considering the time required to arrange the same.

Signature & Seal Date: