Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Solar Business Division

Prof C N Rao Circle, Opp IISC, Malleshwaram, Bangalore-560012

Global Tender

Sealed quotations are invited under two part bid system for manufacturing and supply of Crystalline PV Module >=330 Wp as per BHEL technical specification.

RFQ NO and date	**SPKSCPV068 dated 06.04.2021**
RFQ due date & time	15.04.2021 up to 14.00 hrs (IST)
Date, Time & Venue of Part-I Bid Opening	15.04.2021 after 14.30 hrs (IST) BHEL EPD/SBD Tender box (Reception of EPD/SBD) C/o. AGM/MM M/s BHARAT HEAVY ELECTRICALS LTD., SOLAR BUSINESS DIVISION Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012
Date, Time & Venue of Price Bid opening	Will be intimated later for technically & commercially qualified bidders
Address for Communication & Contact Person in BHEL	Mr. S.Pankaj Kumar / Mr. Vivek Kumar Yadav, MM Department, BHEL Solar Business Division, Email: spankaj@bhel.in, vivekyadav@bhel.in Telephone number: +91 8126333426 (M) +91 9449039232 (M)

Any Deviations from or additions to the "General Conditions of Contract" or "Special Conditions of Contract" require BHEL's express written consent. The General Terms of Business or Sale of the Bidder shall not apply to this tender.

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TECHNICAL SPECIFICATION FOR
SUPPLY OF CRYSTALLINE SILICON PV MODULES – GSECL, RAGHANESDA II SOLAR PROJECT

REVISION DETAILS: (01)	**PREPARED** **MDS**		**DATE**
	APPROVED **SNB**	**ISSUED** **ENGG**	**06.04.2021**

1. PRE-QUALIFICATION CRITERIA

Sl. No	Particulars	Bidder's confirmation
1.	The offer shall be quoted only by the original PV module manufacturer with module manufacturing capacity of 150 MW / annum.	PV module supplier name: Manufacturing Plant Address: Manufacturing capacity / annum : Website: (Please enclose supporting document for PV module manufacturing capacity)
2.	The bidder must have cumulatively supplied 300 Wp and above wattage crystalline silicon PV modules for a minimum quantity of 100 MW in India. Out of the above, 10 MW or more of PV modules must have been supplied to at least one solar Power plant project of minimum capacity of 10 MW. The bidder shall also submit the proof of supply.	Yes / No *Enclose customer/client certificate/PO copies. The documents shall include contact details including mail ID of the issuing authority*
3.	During technical evaluation, Credentials of bidders will be submitted to BHEL's customer for approval. Only those vendors, who are technically qualified and approved by BHEL's customer before price bid opening/RA, will be considered for further procurement processing.	Accepted / Not accepted

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2. TECHNICAL REQUIRMENTS:

Sl. No	Item	Remarks
1	PV Module Configuration	Mono or Multi crystalline photovoltaic module with 72 nos of cells in 12X6/ 144 no of cells in 24x6 series configuration. The module construction and bill of material shall be as per vendor's approved IEC certification. ***Please enclose:*** ***i. Module overall assembly drawing with mounting holes*** ***ii. Data sheet with typical electrical characteristics, I-V curves, temperature coefficients etc.***
2	Power Output	330 Watts and above, in 5 Watt band only. No negative tolerance accepted.
3	System Voltage	Modules shall be suitable for 1500V DC System Voltage application.
4	Efficiency	15% (min)
5	Fill Factor	0.75 (min)
6	Temp coefficient of Power	-0.43% or better
6	Operating Conditions	Modules shall be able to perform satisfactorily in relative humidity up to 85% with temperature between -40°C to +85°C and shall withstand adverse climatic conditions, such as high speed wind with dust/sand particles, saline climatic/soil conditions etc.
7	IEC Certifications	The PV modules supplied shall be with valid latest IEC certifications as below. 1. IEC 61215-1:2016 (Design Qualification and Type Approval-Part 1) 2. IEC 61215-1-1:2016 (Design Qualification and Type Approval-Part 1-1) 3. IEC 61215-2:2016 (Design Qualification and Type Approval-Part 2) 4. IEC 61730-1:2016 (Safety Qualification – Part 1) 5. IEC 61730-2:2016 (Safety Qualification – Part 2) 6. IEC 61701 (Salt Mist Corrosion testing) 7. IEC 62804 (PID Testing, 85 % humidity, 85 Deg. C, 1000 V or higher) 8. IEC 62716 (Ammonia test) Vendors shall use raw materials for manufacture of PV modules as per approved IEC Bill of Materials (CDF).

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8	Module Safety Class	Safety Class - II
9	**BIS Registration**	As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, Government of India, PV Modules used in the grid connected solar power projects in India shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards.
9.2	ALMM Listing	In line with Office Memorandum No. 283/54/2018- Grid Solar ("Approved Models and Manufactures of Solar Photovoltaic Modules Order, 2019), dated 2nd January 2019 and subsequent amendments thereto issued by MNRE, Govt of India, the bidder shall comply with the relevant clause(s) on supply of PV modules.
10	BILL OF MATERIALS	
10.1	Solar cells	Mono or Multi-crystalline solar cells
10.2	EVA	Fast cure type, UV resistant
10.3	Glass	High transmission, low iron, toughened glass
10.4	Back Sheet	Back-sheet shall meet globally benchmarked durability properties such as moisture barrier, tensile strength, UV stability etc.
10.5	PV Module Frame	Corrosion resistant, anodized Aluminum.
10.6	Junction box	IP67 grade with min 3 bypass diodes, UV resistant & weather-proof **Junction box shall have two 4 sq mm UV resistant cables of minimum 1.2 metre length and plug-in connectors.** **Cables shall be of solar grade and shall conform to specification EN 50618.**
10.7	Adhesive for framing, junction-box fixing and potting	As per manufacturer's IEC test report
10.8	RFID	**RFID tag positioned inside the laminate.** RFID shall be durable for the entire life of panel and shall contain the following information: a. Name of module manufacturer with country of origin

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		b. Month & year of manufacture of modules c. Name of cell manufacturer with country of origin d. Month & year of manufacture of cells e. IV curve f. Wattage, I_{max}, V_{max}, V_{oc}, I_{sc},,temperature coefficient of power & fill-factor g. Module model number h. Unique serial number i. Date of obtaining IEC qualification certificates j. Name of test lab issuing IEC certificates k. Other relevant information etc
10.9	Nameplate	Each module shall be provided with a name plate label (sticker) containing the following information: a. Name of module manufacturer b. Module model number c. Overall Dimension d. Weight e. P_{max}, V_{oc}, I_{sc}, I_{max} & V_{max} f. System Voltage g. Relevant standards and certifying lab name h. Warnings, if any i. Other relevant information, etc Nameplate shall be clearly visible and shall not be hidden by equipment wiring. It shall be durable for the entire life of panel.
10.10	BOM as per CDF of IEC Certificate	Solar cells and module materials shall be used as per approved CDF as per IEC Certificate.
10.11	RFID Reader	1 number of hand-held RFID reader (gun type) compatible to read module IV data (at the site) stored in RFID tags to be supplied at free of cost. All associated software, cables and accessories shall also be provided at free of cost for displaying and downloading RFID data from the RFID reader.
10.12	.PAN File	.PAN file for each module wattage offered shall be provided for carrying out PVSYS calculations at our end.

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10.13	Mounting hole Pitch	Pl. provide mounting hole pitch details. Horizontal : Vertical : Mounting hole size :

3. QUALITY ASSURANCE

Module Quality Plan, Data Sheet and GTP shall be subject to customer's approval. Each lot of modules shall be subject to pre-dispatch inspection by BHEL and BHEL customer or any third party.
Quality plan will include the following:

I. Incoming Quality Checks on bought out item
II. In-process Quality Checks
III. Sample tests on final product by the customer

4. WARRANTY

Product warranty shall be for 10 years and performance warranty shall be for 25 years.

PV modules supplied must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and not less than 80% at the end of 25 years from the completion of the trial run. Degradation of PV module for first year shall be limited to 2.5%. Modules that do not meet the above criteria shall be replaced free of cost at BHEL's/customer's sole discretion.

5. INSURANCE or BANK GUARANTEE FOR POWER OUTPUT WARRANTY

The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty in case of insolvency or bankruptcy of the PV module manufacturer. The Bidder shall submit a suitable insurance from Third Party.

The Successful Bidder who is not able to provide insurance of PV modules as above, shall submit a Bank Guarantee of INR Rs. 10 Lakh per each megawatt of PV modules or an equivalent amount in international currency (i.e. DC capacity), through BHEL consortium bank and shall be valid for a period of twenty five (25) years and 90 days. The minimum validity of the Bank guarantee shall be five (5) years and shall be renewed by the bidder of their own subsequently every five (5) years prior to thirty (30) days of its expiry. In case the PV module fails to provide power output as per its performance warranty, and if the bidder fails to rectify, replace or repair the PV module, then BHEL shall carry out the necessary rectification, repair or replacement at its own discretion at the risk and cost of the supplier. The cost of

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such rectification, repair or replacement shall be encashed from the Bank Guarantee against PV Module Warranty. The same shall be replenished by the supplier within thirty (30) days, failing which the entire Bank Guarantee amount shall be encashed and all pending payment shall be withheld by BHEL till such amount is replenished by the supplier. In another instance, if the supplier becomes bankrupt or insolvent, then BHEL shall immediately encash the entire amount of the Bank Guarantee against PV Module Warranty.

6. PACKING & IDENTIFICATION OF PV MODULE

The modules shall be packed in seaworthy carton boxes made from triple-strength corrugated cardboard and resting on a wooden or plywood base. The PV modules packed in a carton box shall be of same power rating band. Carton box and Pallets shall be adequately designed to prevent damage or deterioration during transportation to site in remote road conditions, handling and storage in site till the time of its installation. The carton box should display the manufacturer's name, number of modules, type, serial numbers, module wattage etc. Modules found damaged at the time of opening of the cartons in the project site shall be replaced free of cost by the module manufacturer.

Modules from outside India shall be with Sea worthy packing and modules made in India shall be with road worthy packing.

7. GENERAL CONDITIONS

PV Modules shall be manufactured at the vendor's works only.
Manufacturing clearance shall be given only after approval of manufacturing quality plan, Pre-Shipment inspection plan and approval of drawings and datasheet by BHEL's customer.

8. MODULE RATINGS OFFERED

Pl. fill the table as below for the module wattage ratings offered.
Module Type (model No):

Module Wattage rating	Quantity in MWp

Note :

1) One vendor can offer only one crystalline type of PV module (either mono or multi) and a maximum of 3 Power ratings.

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9. BENEFITS FOR HIGHER WATTAGE RATED PV MODULES:

Vendors offering higher wattage PV modules will get the benefit of negative loading in their prices offered for comparison of costs and arriving at L1 (Lowest bidder) as below.

Module Wattage Offered	Loading factor on account of Power rating (LFP)
330	
335	Rs. -99,00,000
340	Rs. -1,96,00,000
345	Rs. -2,91,00,000
350	Rs. -3,84,00,000
355	Rs. -4,74,00,000
360	Rs. -5,59,00,000
365	Rs. -6,45,00,000
370	Rs. -7,27,00,000
375	Rs. -8,09,00,000
380	Rs. -8,87,00,000
385	Rs. -9,33,00,000
390	Rs. -10,08,00,000
395	Rs. -10,80,00,000
400	Rs. -11,52,00,000
405	Rs. -12,21,00,000
410	Rs. -12,87,00,000
415	Rs. -13,53,00,000
420	Rs. -14,19,00,000
425	Rs. -14,39,00,000
430	Rs. -14,99,00,000
435	Rs. -15,61,00,000
440	Rs. -16,19,00,000
445	Rs. -16,79,00,000
450	Rs. -17,34,00,000

Note : If a mix of module ratings are offered, negative loading will be given for respective ratings of PV modules in the pro rata basis.

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10. ENCLOSURES :

Sl. No.	Document
1.	Supporting document for PV module manufacturing capacity
2.	Signed copy of BHEL Specification PS-439-421 Rev. 01 for confirming to supply as per BHEL Specification.
3.	Customer/client certificate for cumulative supply of 100 MW or more of 300 Wp and above wattage PV modules to India. Out of the above, 10 MW or more of PV modules must have been supplied to atleast one solar Power plant project of minimum capacity of 10 MW.
4.	IEC 61215-1, IEC 61215-1-1, IEC 61215-2 , IEC 61730-1 & 2, IEC 61701, IEC 62804 test certificates.
5.	Approved CDF (Bill of Materials) of PV modules as per IEC certificates.
6.	Over all PV module assembly drawing indicating mounting hole pitch & data sheet for PV modules.
7.	Third party verified .PAN files for each wattage of PV modules offered.
8.	Data sheet for Solar cells used for manufacturing PV modules.
9.	List of equipment available for manufacture and testing of PV modules, PV module production in MW during last 3 financial years, Turnover in the last 3 financial years.
10	PV module installation and O&M manual
11.	Hard copy of above documents shall be enclosed along with the technical bid. Soft copy of all above documents and IEC test reports to be sent by e-mail to the email id as mentioned in tender documents.

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11. Confirmation by the vendor :

Sl. No.	Item	Acceptance by the Module manufacturer (Yes / No)
1.	PV Module model number:	
2.	Mono or Multi Crystalline PV Modules with power output >= 330 Wp in 5 watts bands.	
3.	Mono or Multi Crystalline PV Modules suitable for 1500 V System Voltage application	
4.	Availability of IEC 61215, 61730-1 & 2, IEC 61701, IEC 62804 and IEC 62716 test certificates and IEC Test reports with CDF.	
5.	PV Modules registered with BIS (Bureau of Indian Standards)	
6.	Junction box cable length : 1.2 Metres minimum	
7.	RFID Tag be inside the laminate	
8.	Supply of 1 no. of hand held RFID reader	
9.	Adherence to Manufacturing Quality Plan and Pre-Shipment Inspection as per customer	
10.	Bill of materials as per subset of the CDF of the IEC Certificates	
11.	Third Party Insurance or Bank Guarantee for Power Performance warranty of PV modules	

12. Compliance

Sl. No.	Particulars	Bidder's Confirmation
1.	**Compliance to BHEL Specification** **PS- 439- 421 Rev. 01**	***Yes / No*** *Please indicate deviations, if any.*

_____

Signature of Tenderer with stamp

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Unpriced bid -Indian Bidder (Item no. 1)

BHEL RFQ No. SPKSCPV068 dated 06.04.2021
Supplier:
Offer ref:

Sl No.	EL9011000218 Crystalline SPV Module - Raghanesda - II	
1	Quantity	141762
2	Unit	KW
3	Quoted	Yes/ No
4	HSN/SAC Code	
5	Currency	INR
6	Percentage of Taxes/ duties applicable for Indian vendor on PV Modules only	
7	Whether taxes and duties are Inclusive/ Exclusive in the unit price	

Note: 1. Please mention unit price and total price in both figures and words.
2. Taxes applicable on the PO quantity only shall be paid/reimbursed by BHEL. Any other cost incurred will be to vendor's account.

3. Delivery for indian bidder is DDP Raghanesda II SPV Power plant.

Signature of the tenderer with seal

Price bid -Foreign Bidder (Item no. 1)

BHEL RFQ No. SPKSCPV068 dated 06.04.2021
Supplier:
Offer ref:

Sl No.	EL9011000218 Crystalline SPV Module - Raghanesda - II	
1	Quantity	141762
2	Unit	KW
3	Quoted	Yes/ No
4	HSN/SAC Code	
5	Currency	
6	Percentage of Taxes and duties applicable on PV Modules	
7	Whether taxes and duties are Inclusive/ Exclusive in the unit price	

Delivery for foreign bidder is CIF Mumbai Seaport.

Signature of the tenderer with seal

Price bid -Indian Bidder

BHEL RFQ No. SPKSCPV068 dated 06.04.2021
Supplier:
Offer ref:

Sl No.	EL9011000218 Crystalline SPV Module - Raghanesda - II	
1	Quantity	141762
2	Unit	KW
3	Currency	INR
4	Unit price	
5	Unit price in words	
6	Percentage of Taxes/ duties applicable for Indian vendor on PV Modules only	
7	Total for 141762 KW	
8	Total in words	
9	Whether taxes are Inclusive/ Exclusive in the unit price	

Note: 1. Please mention unit price and total price in both figures and words.
2. Taxes applicable on the PO quantity only shall be paid/reimbursed by BHEL. Any other cost incurred will be to vendor's account.

3. Delivery for indian bidder is DDP Raghanesda II SPV Power plant.

Signature of the tenderer with seal

Price bid -Foreign Bidder

BHEL RFQ No. SPKSCPV068 dated 06.04.2021
Supplier:
Offer ref:

Sl No.	EL9011000218 Crystalline SPV Module - Raghanesda - II	
1	Quantity	141762
2	Unit	KW
3	Currency	
4	Unit price	
5	Unit price in words	
6	Percentage of Taxes and duties applicable on PV Modules	
7	Total for 141762 KW	
8	Total in words	
9	Whether taxes and duties are Inclusive/ Exclusive in the unit price	

Note: 1. Please mention unit price and total price in both figures and words.

2. Delivery for foreign bidder is CIF Mumbai Seaport.

Signature of the tenderer with seal

SPECIAL TERMS

The special terms and conditions mentioned below supersedes the general conditions of contract Doc No. SCPV: PV Module: 002- Rev 02, for contradictory clauses if any.

1. Quotation shall be submitted in **Two part bid,**

   Part 1: Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard commercial terms and conditions along with purchase specification, integrity pact, etc if any in a sealed envelope and must be super scribed as **"Techno-commercial Bid", bidder name and RFQ number.**

   Part 2: Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed **"Price Bid", bidder name, RFQ number and item number/quantity**.

   All these envelopes (one technical bid and one for price bid) shall be enclosed in a single sealed envelope super scribed with RFQ number, bidder name and due date of tender and any other details as called for in the tender document.

2. Bidders shall confirm **acceptance of technical specification** which is part of the tender document. Any deviation from technical specification can be rejected at BHEL's discretion.

3. **BHEL standard terms of payment**

   For Indian bidders:

   100% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later.

   For Foreign bidders:

   100% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

4. **Terms of delivery :**

   For Indian bidders - Delivery duty paid (DDP) Project Site
   The site address as below:
   Sl.no. 1 - 141762 KW
   BHEL Site Office - GSECL 100 MW Solar PV Project
   Gujarat State Electricity Corporation Limited
   Raghanesda-1 Solar Park, Ta -Vav,
   Dist – Banaskantha, Gujarat – 385575

   Note: Transit insurance to be covered up to DDP project site office.

   For foreign bidders -
   Sl.no. 1 - 141762 KW – CIF Mumbai

5. **Delivery Schedule:** BHEL requires delivery schedule as below:
   Sl.no. 1 - 141762 KW– within 12 weeks from manufacturing clearance date

   Note: The delivery schedule will be same for each vendor even in case of splitting of RFQ quantity on more than one vendor.

6. **Splitting** will be applicable as below: 1MW =1000 KW

Sl No.	Project	Quantity	Splitting if any
2	GSECL, Raghanesda-1	43.888 MW	L1 – 70881 KW (50%) L2 – 42528.60 KW (30%) L3 – 28352.40 KW (20%)

BHEL reserve the right to Split the order quantity as per above table between L1, L2 and L3 vendor respectively for individual line item subjected to L2, L3 vendors accept to supply as per L1 negotiated price. In case, L2 vendor does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent vendors ie L3,L4…. If three qualified vendors are not available for quantity splitting for line item, BHEL shall decide on the splitting in fair and transparent manner. The decision of BHEL shall be final on this matter.

In case L1 vendor gets the L2 quantity also, additional delivery of 8 weeks will be applicable. In case L1 vendor gets the L3 quantity also, additional delivery of 6 weeks will be applicable.

7. **Price variation clause** -Not applicable for this tender
8. **Evaluation of offers**: L1 vendor (lowest Bidder) will be decided based on **'Cost to BHEL'** value after considering the applicable loading factors and other costs including packing & forwarding, applicable duties, taxes, transportation until the site, transit insurance etc if it is in the scope of BHEL.

   Evaluation/RA will be done on item level.

   The evaluation currency for this tender shall be INR.
9. **Preference to Make in India:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 11.12.2018, 29.05.2019, 04.06.2020 & 16.09.2020, and subsequent Orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO /WO against this this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respective of this procurement, same shall be applicable.
10. **Changes in Statutory Levies**: If any rate of Tax are increased or decreased, a new tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of execution of the contract within the contractual delivery period, which was or will be assessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder/ agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components, etc. by the bidder/ agent.
11. The rate quoted shall be in **price per kilowatt basis** and not per module.
12. **Pre-shipment inspection**: Pre-shipment inspection at vendor's works will be carried out by BHEL / BHEL's customer/ Third party agency (Buyer's representative). The cost of inspection/ pre-dispatch inspection/ in-stage inspection (Exclusive of buyer's representatives TA/DA) shall be borne by the vendor. Travel expenses for the representatives for such inspections shall be borne by the buyer.

    However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation borne by the buyer shall be on account of the vendor. The vendor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Inspector.

    On successful completion of pre-shipment inspection/ inspection waiver, BHEL will issue material dispatch clearance certificate (MDCC) after which the vendor can proceed to the material dispatch. However, the vendor has to ensure the material dispatch (BL date/ LR date) within 15 days from date of MDCC.

13. In case of **changes in scope of the tender** and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation, the same will be communicated only to the bidders who have participated in the tender. The techno-commercially qualified bidders will be asked for submitting impact price bid, if any is applicable as per BHEL purchase policy and guidelines.

14. **Warranty:** As per BHEL specifications for each item

15. **Insurance/PBG:** As per BHEL specifications for each item

16. **Integrity Pact (IP)**: The bidder shall sign an "INTEGRITY PACT" in the formats enclosed.

    (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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

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

    Details of IEM for this tender is furnished below:

Sl No.	IEM	Address	Phone & Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

    (b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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

Sl No.	Contact person	Address	Phone & Email
1.	Mr. S.Pankaj Kumar	MM Department, BHEL Solar Business Division, Prof C N Rao Circle, Opp IISC, Malleshwaram Bangalore-560 012. INDIA	Ph:+91-8126333426 spankaj@bhel.in
2.	Mr. Vivek Yadav		Ph: +91- 9449039232 vivekyadav@bhel.in

17. Offers with non-acceptance of BHEL terms, can be rejected on BHEL's discretion.

18. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by 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 price bid/s against this NIT.

Any Indian Bidder intending to avail the benefits shall submit the requisite documents as per the aforesaid orders.

19. The Bidder shall mandatorily submit Declaration as mentioned below, under Rule 144(xi) of General Financial Rules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India. The declaration to be submitted on Company Letter head duly signed and sealed by authorised signatory, for ascertaining the eligibility of offer in the tender.

"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 fulfils all requirements in this regard and is eligible to be considered."

(Where applicable, evidence of valid registration by the Competent Authority shall be attached).
The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

Refer Model certificate annexure for details.

20. In case BHEL/ customer are unable to come for physical inspection at vendor works, BHEL/ customer may engage third party inspection agency. Hence all charges for third party inspection at vendor works to be borne by vendor.

21. In place of EDN, Bangalore, it may be read as SBD Bangalore.

22. Tender opening place to be replaced as below:
BHEL EPD/SBD Tender box (Reception of EPD/SBD)
C/o. AGM/MM
M/s BHARAT HEAVY ELECTRICALS LTD., SOLAR BUSINESS DIVISION
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

23. Complete set of acceptable documents to be submitted within 10 days from the date of purchase order. Delay in submission of documents, penalty clause as applicable for late delivery shall be applicable.

24. GeM Seller ID shall be mandatory before placement of order of the successful bidder.

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Techno commercial bid

BHEL RFQ No. SPKSCPV068 dated 06.04.2021
Item: Crystalline SPV Module - Raghanesda - II

	Terms and conditions	Bidder's confirmation/ deviation, if any.
1	**Terms of payment: (For Indian bidders)** 100% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later	**Acceptable/ Not acceptable**
	Terms of payment: (For Foreign bidders) 100% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later	**Acceptable/ Not acceptable**
2	**Terms of Delivery: (For Indian bidders)** Delivery duty paid (DDP) project site. The site address as below, **Sl.no. 1 - 141762 KW** GSECL Raghanesda II- 100 MW Solar PV Project Note: Transit insurance to be covered up to DDP project site office.	**Acceptable/ Not acceptable**
	Terms of Delivery: (For Foreign bidders) **Sl.no. 1 - 141762 KW – CIF Mumbai**	**Acceptable/ Not acceptable**
3	**Validity:** Quotation should remain valid for a minimum period of 45 days from the RFQ due date.	**Acceptable/ Not acceptable**
4	**Delivery Schedule:** Sl.no. 1 - 141762 KW– within 12 weeks from manufacturing clearance date Note: The delivery schedule will be same for each vendors even in case of splitting of RFQ quantity on more than one vendor.	**Acceptable/ Not acceptable**
5	**Penalty for delayed delivery:** 0.5 % of basic material cost of undelivered portion per week, subject to a maximum of 10 %. Loading factor will be applicable for non-acceptance of penalty clause, Non- Acceptance: 10% Partial non Acceptance (X%): (10- X)%	**Acceptable/ Not acceptable**
6	**Order Splitting:** Sl.no. 1 - 141762 KW L1 – 70881 KW (50%) L2 – 42528.60 KW (30%) L3 – 28352.40 KW (20%) BHEL reserve the right to Split the order quantity as per above table between L1, L2 and L3 vendor respectively for individual line item subjected to L2, L3 vendors accept to supply as per L1 negotiated price. In case, L2 vendor does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent vendors ie L3,L4…. If three qualified vendors are not available for quantity splitting for line item, BHEL shall decide on the splitting in fair and transparent manner. The decision of BHEL shall be final on this matter. In case L1 vendor gets the L2 quantity also, additional delivery of 8 weeks will be applicable. In case L1 vendor gets the L3 quantity also, additional delivery of 6 weeks will be applicable.	**Acceptable/ Not acceptable**
7	**Acceptance of Reverse Auction:** BHEL will finalize the tender based on reverse auction with techno-commercially approved bidders to arrive at L1.	**Acceptable/ Not acceptable**
8	**Price basis:** Price is to be quoted on per Kilowatt basis. Purchase order will be placed on “Kilowatt” basis.	**Acceptable/ Not acceptable**
9	**Integrity Pact:** The bidder shall sign an “INTEGRITY PACT” in the formats enclosed.	**Acceptable/ Not acceptable**
10	**Pre-shipment inspection:** Pre-shipment inspection at vendor’s works will be carried out by BHEL / BHEL’s customer/ Third party agency. Required assistance for testing will have to be provided by the vendor at the time of pre-shipment inspection, without any additional cost implication to BHEL. On successful completion of pre-shipment inspection/ inspection waiver, BHEL will issue material dispatch clearance certificate (MDCC) after which the vendor can proceed to the material dispatch. However, the vendor has to ensure the material dispatch (BL date/ LR date) within 15 days from date of MDCC. In case BHEL/ customer are unable to come for physical inspection at vendor works, BHEL/ customer may engage third party inspection agency. Hence all charges for third party inspection at vendor works to be borne by vendor.	**Acceptable/ Not acceptable**

11	**Warranty:** As per BHEL specifications for each item	**Acceptable/ Not acceptable**
12	**Insurance/ PBG for warranty :** As per BHEL specifications for each item	
12	**Country of origin: (For foreign bidders only)** Please specify country of origin. Certificate of origin shall be arranged for each lot of shipment. Port of shipment and country to be specified. Note: Any custom duty will be applicable as per the notifications issued by Govt of India time to time. Wherever applicable, the same will be considered for arriving cost to BHEL.	**Country of origin:** **Port of shipment:**
13	**Eligibility under Preference to Make in India Order:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 11.12.2018, 29.05.2019, 04.06.2020 & 16.09.2020, and subsequent Orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO /WO against this this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respective of this procurement, same shall be applicable.	**Yes/No,** **If yes, required documents to be submitted**
14	**BHEL Guidelines for Indian Agents of Foreign Suppliers:** Supplier shall adhere to "BHEL Guidelines for Indian Agents of Foreign Suppliers" in case the supplier has Indian Agent.	**Acceptable/ Not acceptable**
15	Model certificate to be submitted as per attached format.	**Yes/No**
16	E-way bill to be generated by vendor before dispatch of goods as per dispatch instructions provided by BHEL.	**Yes/No**
17	Any vendor who has been banned by BHEL or against whom action due to non performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected.	**Yes/No**
18	Declaration required under Rule 144(xi) of General FinancialRules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India.Refer Annexure-X for â€˜Restrictions under Rule 144(Xi) of General Financial Rules,2017 amendment dt:23.07.2020â€™. The Bidder shall mandatorily submit Declaration as per format enclosed as part of tender(ANNEXURE-A)Model certificate to be submitted as per attached format.	**Acceptable/ Not acceptable**
19	Documents to be submitted for claiming MSE status:Option 1(valid till 31.03.2021):submission of Udyog Aadhar Memorandum along with CA certificate as per ANNEXURE VIII of NIT.Option 2:Submission of Udyam Registration certificate along with CA certificate as per Annexure-VIII(A) of NIT.	**Yes/No**
20	GST ITC: 1.E-invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable person having turnover more than Rs. 500 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number (IRN) and QR code as generated from Govt. portal on a Tax invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplied in E-invoicing system.2.In case the vendor delays or fails to provide all the documents as per the Purchase order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor shall be to vendorâ€™s account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.	**Acceptable/ Not acceptable**
21	TCS: Please note that with the recent changes in Tax regime and introduction of Sec206C(1H) on sale of goods with effect from 01.10.2020 the vendors in line with the provisions of the said section are to collect TCS @0.075% from 01.10.2020 upto 31.03.2021 and 0.1% from there on Invoice value.The following details are to be noted when vendor is raising TCS claim in line with provisions of Sec206C(1H)1.Vendor should raise /levy TCS in the Tax Invoice itself. No separate debit note will be accepted.2.Vendor should indicate his Pan# and Tan # in the Tax invoice.3.In the purchase order Pan# of BHEL shall appear.4.Vendor should remit the TCS so collected from BHEL and provide TCS certificates with invoice no., invoice date, Amount etc. breakup details.5.If by any chance vendor is not remitting /not able to submit TCS certificates to BHEL on time then the TCS amount with penalty if any applicable will be recovered from vendor in his available bills.6.No TCS is to be levied if TDS is applicable for the invoice transaction.(e.g. O&M cases, Service bills).7.No TCS in case of Export/Import transactions.8.TCS is applicable only for invoices dated 01.10.2020 and afterwards only.	**Acceptable/ Not acceptable**
22	In case of changes in scope of the tender and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation, the same will be communicated only to the bidders who are participated in the tender. The techno-commercially qualified bidders will be asked for submitting impact price bid, if any is applicable as per BHEL purchase policy and guidelines.	**Acceptable/ Not acceptable**
23	GeM Seller ID shall be mandatory before placement of order of the successful bidder.	**Acceptable/ Not acceptable**

Signature of the tenderer with seal

Bidder's Contact details	
BHEL RFQ No:	**SPKSCPV068 dated 06.04.2021**
Bidder Name:	
Offer Reference No:	
If already registered with BHEL, vendor code :	
Registered Office Address:	
Telephone No:	
Email:	
Ordering Address:	
Telephone No:	
Email:	
Manufacturing plant Address:	
Telephone No:	
Email:	
Contact person Name :	
Telephone No:	
Mobile No:	
Email :	
Contact personin India (If any)	
Telephone No:	
Mobile No:	
Email :	

SPECIAL INSTRUCTIONS

1. Suppliers are requested to read the NIT conditions fully before quoting for the tender along with this Special Instructions .

2. BHEL encourages "SIGHT DRAFT WITH 45 DAYS CREDIT PAYMENT TERM" for foreign vendors and "payment with 45 days credit" for indigenous vendors. After receipt of offers , BHEL may reject offers quoted with LC terms by foreign vendors and inland LC terms by indigenous vendors during commercial terms freezing. BHEL's decision is FINAL and any vendor who has not participated in this tender cannot claim about BHEL's decisions at later stage. All decisions will be intimated to participated vendors only and hence BHEL's decisions will NOT be binding on NON QUOTED vendors since it is OPEN TENDER.

3. After manufacturing clearance is issued and completing production as per BHEL requirement, vendors have to submit test reports/ flash data for proof of material readiness along with inspection call.

4. Inspection call received without test reports/ flash data will not be considered as proof for material readiness and in such cases actual inspection date at vendor's works only will be considered or date of receipt of test reports only will be considered.

5. After making draft invoice, it has to be sent to BHEL before generating actual invoice. Only after BHEL's concurrence actual invoice to be generated.

6. After quoting in the tender and after participation in RA or price bid opening, vendor cannot withdraw their offer at any stage. Vendor is bind by NIT and PO prices and terms & conditions

7. Before or after award of the contract if any vendor is withdrawing their offer or backout at any stage, it will be viewed very seriously by BHEL and BHEL will be forced to take necessary action for **"Suspension of Business dealing with BHEL"** as per BHEL's Purchase Policies , procedure and

guidelines and if needed BHEL may take legal action against the default vendors. Also alternate procurement action will be initiated by BHEL in order to meet project commissioning and to meet customer contract commitments. Hence **“RISK and COST” will be invoked** as per our purchase policies ,guidelines and procedure. BHEL being a GOVT OF INDIA(UNDERTAKING COMPANY), any withdrawal by vendors will be treated as **“sabotaging the tender”** and hence all actions will be initiated like informing other PSUs in India, Indian and Foreign Embassy regarding sabotaging our tender and recommend for actions etc .

Hence, please be cautious and take utmost care before quoting.

(G PONNUGURUPACKIAM)
AGM/HOD-SCPV-MM

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

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

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

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

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

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

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

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

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

2. In case 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. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

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 regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"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 vendor/ 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 vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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Certificate by statutory auditor or cost auditor of the company (in the case of companies)

or

from a practicing cost account or the practicing charted accountant (in respect of supplies other than companies) on their letter head

In line with latest Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP (BE-II) dated 28.05.2018, P-45021/2/2017-PP (BE-II) dated 29.05.2019 & P-45021/2/2017-PP (BE-II) dated 16.09.2020 we hereby certify that

……

(Supplier name) are local supplier meeting requirement of minimum local content ___% defined in as above orders for the material against Enquiry No.

SPKSCPV068 dtd. 06.04.2021 for supply of Crystalline PV Module >=330 Wp.

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

……

……

……

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

Seal and Signature of Authorized signatory with date

Declaration Under Cartel Formation

RFQ NO:SPKSCPV068: SUPPLY OF PV MODULES

I _____, authorized representative of M/s _____(bidder to enter company name)hereby declares that the company 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 company is found having indulged in above activities, suitable action can be taken by BHEL as per extant policies/ guidelines.

Authorized signatory with date

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____ _____ _____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

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

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

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

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

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

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

Section 10 - Other Provisions

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

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

ಜಿ.ಪೊನ್ನುಗುರುಪಾಕ್ಯಮ್, ಉ.ಮ.ಪ್ರ./ಎಸ್.ಸಿ.& ಪಿ.ವಿ.(ಎಂ.ಎಂ)
जी.पोन्नुगुरुपाक्यम, अ.म.प्र./एस.सी. एवं पी.वी. (एम. एम)
G.PONNUGURUPACKIAM, AGM/SC&PV (MM)
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place: BANGALORE

Date:

Witness: Ramachandra

(Name & Address)
ರಾಮಚಂದ್ರ, ಹಿರಿಯ ಉ.ಪ್ರ.ವ್ಯ./ಎಸ್.ಸಿ.& ಪಿ.ವಿ. - ಎಂ.ಎಂ. (ಖರೀದಿ)
रामचन्द्र, वरि. उ.म.प्र. / एस.सी.एवं पी.वी. - एम.एम, क्रय
RAMACHANDRA, SR. DGM / SC&PV. MM(PUR)
BHEL-EDN, MYSORE ROAD, BANGALORE-560026.

Witness:

(Name & Address)

No.11/05/2018-Coord.
Government of India
Ministry of Power

Shram Shakti Bhawan, New Delhi
Dated the 28th July, 2020

ORDER

Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Ref: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017 for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Further, DPIIT vide order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020, have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In the light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sector vide Order No.11/05/2018-Coord. dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued.

3. In furtherance of Para 19 of the DPIIT Notification No.P-45021/2/2017-PP(BE-II) dated 04.06.2020 and in supersession of all the aforementioned orders issued by this Ministry, the following has been decided:

i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference, (iii) exemption to small purchases, and (iv) margin of purchase preference, shall be the same as in DPIIT order dated 04.06.2020, referred to above and extracts of the same given at **Appendix**.

ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I,** only "Class–I local supplier", shall be eligible to bid irrespective of purchase value.

iii. In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry (GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR-2017, and will also include '*turnkey works',* Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I,** will be reviewed at regular intervals with a view to increase number of items in this list.

5. Purchase preference shall be given to local suppliers in accordance with **para 3A** of DPIIT Order dated 04.06.2020, and extracts of the same given at **Appendix**.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Chairperson	Member (Planning), CEA
Member	Chief Engineer (PSETD), CEA
Member	Chief Engineer (HETD), CEA
Member	Chief Engineer (TETD), CEA
Member	Chief Engineer (DP&R), CEA
External Expert	As may be co-opted by CEA
Convener	Chief Engineer (R&D), CEA

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MOP. The composition of the Committee is given below:

Chairperson	Chairperson, CEA
Member	Member (Hydro), CEA
Member	Member (Power System), CEA
Convener	Member (Thermal), CEA

8. The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of DDO, CEA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No.P-45021/2/2017-PP (BE-II) dated 04.06.2020.

10. This order shall be applicable in respect of the procurements made by all attached or subordinate offices or autonomous body under the Ministry of Power, Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by Government of India. The aforesaid orders shall also be applicable in respect of funding of capital equipment by PFC/ REC.

11. Procuring entities as defined in the DPIIT's Order dated 04.06.2020 are advised to revise their tender documents fully complying with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/this Ministry from time to time.

12. All tenders for procurement by Central Government Agencies have to be certified for compliance of the PPP-MII Order by the concerned procurement officer of the Government Organization before uploading in the portal.

13. In pursuance of the provision of para 13 of the DPIIT Order, 2020, equipment used in the power sector which are manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement are listed as under **Annexure-II**. However, Annexure-II will undergo regular review to check for those items in the list for which sufficient local manufacturing capacity and competition have got developed and which meet minimum local content of 50% now, so that these items become eligible for inclusion in Annexure-I of this order and the provisions as contained in para 3 above of this order start becoming applicable in respect of these items too.

14. In order to further encourage Make in India initiative and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-III** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

15. This issues with the approval of Hon'ble MoS (IC) for Power and NRE.

(R.K. Das)
Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Chief Secretaries of all States/UTs
6. Director General, Comptroller and Auditor General of India
7. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL
11. All JSs/ EA, MoP

Appendix

Extracts of important provisions contained in DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020

1. **Definitions**:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

***'L* l '** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *turnkey works '.*

2. **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.

ii. If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price, In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

(c) In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.

ii. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly, In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. Exemption of small purchases: Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that **procurement is not split for the purpose of avoiding the provisions of this Order.**

5. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I.**

2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -

   a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed*: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.

   b) *If the tendering process has crossed the first exclusionary qualificatory stage*: If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
   a. to all Autonomous Bodies;
   b. to public sector banks and public sector financial institutions; and
   c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
   d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
   e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' 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 descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

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

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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), 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 the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) 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;

(iii) 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;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) 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.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)
Joint Secretary (PPD)
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To

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Secretary DPIIT with a request to initiate action as provided under Annex I

(4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required**.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance**.

ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.

B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.

C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

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

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

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

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

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

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

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

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

2. In case 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. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

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 regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"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 vendor/ 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 vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause:**

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form signed by all the participating bidders before RA event.

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- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

10.1 Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

10.2 During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

11.0 Processing of case after RA

11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.

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13.0 Others

13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.

13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

Business Rules for Reverse Auction

Annexure – I

This has reference to tender no ***{tender number….date**…}*. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider},* who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {…} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. **Procedure of Reverse Auctioning**

   i. Price bids of all techno-commercially qualified bidders shall be opened.

   ii. **Reverse Auction**: The 'bid decrement' will be decided by BHEL.

   iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

   v. After the completion of the reverse auction, the Closing Price shall be available for further processing.

   vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. **Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on *{date}: ;{start time}: ;{Close Time: }*.

3. **Auction extension time:** If a bidder places a bid in the last {…} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {…} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {…} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {…}

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minutes. In case, there is no bid in the last {…} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {……} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees* per *Unit* of the material as per the specifications {...}

   In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {… *days}* from the date of reverse auction. These shall not be subjected to any change whatsoever.

7. **Lowest bid of a bidder**: In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.

8. Unique user IDs shall be used by bidders during bidding process. All bids

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made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure**: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

11. Reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {*Service provider*} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer.

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During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {*Service provider*}.

14. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {*Service provider*} besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory

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signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. *{…}* dt. *{…}*. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:

a. Leading (Running Lowest) Bid in the Auction (only total price of package)
b. Bid Placed by the bidder
c. Start Price
d. Decrement value
e. Rank of their own bid during bidding as well as at the close of auction.

19. BHEL's decision on award of contract shall be final and binding on all the Bidders.

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. *{Service provider}*, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen

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contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com)*, shall be initiated by BHEL.

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ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Solar Business Division
Prof C N Rao circle, Opp IISC, Malleshwaram, Bangalore ,
560012 INDIA

Doc No: SCPV: PV Module: 002- Rev 02

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT

These 'General Commercial Conditions for Contract for Purchase' hereinafter referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers.

Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.

Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.

Definitions: Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

a) 'The Purchaser' means Bharat Heavy Electricals Limited, ~~Electronics division, Mysore road, Bangalore 560 026~~ Solar Business Division, Prof C N Rao Circle, Opp IISC, Malleshwaram, Bangalore, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
b) 'The vendor' means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the vendor's successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor or Supplier.
c) 'Contract' shall mean and include the Purchase Order incorporating various agreements, viz. tender/ RFQ, offer, letter of intent / acceptance / award, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection / Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by BHEL or his authorized nominee and the samples or patterns if any to be provided under the provisions of the contract.
d) 'Parties to the Contract' shall mean the 'The Vendor' and the Purchaser as named in the main body of the Purchase Order.
e) "Bidder" shall mean duly established reputed organisation , manufacturer etc. having requisite financial and technical capability and experience of participating in the bid invited by the purchaser for the tender.
f) Bid- The term "bid" or "bidding" can also relate to the documented Offer submitted in response to a request for quotation (RFQ) /Tender.

Interpretation:

In the contract, except where the context requires otherwise:

a) words indicating one gender include all genders;
b) words indicating the singular also include the plural and words indicating the plural also include the singular;
c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

Applicable Conditions:

1. **Price Basis:** All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted unless otherwise such variations / escalations are provided for and agreed by BHEL in writing in the purchase order.

2. **Validity:** The offer will be valid for a period of 90 days from the date of technical bid opening date. Validity beyond 90 days, if required, will be specified in the SCC (special conditions of contract).

3. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head within two weeks from the date of Purchase Order or such other period as specified / agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.
   The purchase order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by BHEL) from the date of the purchase order.

4. **Documentation:** After receipt of Purchase Order, vendor should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer. At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.

5. TERMS OF DELIVERY:

FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered CIF Indian Seaport including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, negotiation charges of bank, Export declaration, Certificate of origin etc.

Packing shall be Air/Sea worthy, best suitable for trans-shipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.
Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, B/L, packing list etc.

FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on "DDP Project site" basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transhipment and to take care of transit damages. Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.
Deviation for the delivery term, can be rejected at discretion of BHEL.

6. **Penalty for delay in delivery:** In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of undelivered portion (basic material cost) will be applicable. Delivery will commence from the date of document approval by customer / BHEL or date of issue of manufacturing clearance, whichever is later. The date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection.

   Penalty for delayed documentation/delayed delivery, if applicable, shall be deducted at the time of first payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted.

7. **Contract variations (Increase or decrease in the scope of supply):** BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be applied to such additional work. Vendor shall not perform additional work before BHEL has issued written instructions / amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.

8. **Reverse Auction:** BHEL will go for reverse auction and will follow REVERSE AUCTION PROCEDURE (ONLINE BIDDING ON NETWORK) before finalising the Purchase order on technically competent bidders, as per the guidelines given in Annexure II.

9. **Pre Shipment Inspection:** Prior written notice of at least 10 days shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL ~~EDN~~ SBD-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL ~~EDN~~ SBD Bangalore for verification / acceptance for issue of dispatch clearance.
   All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.

10. **Transit Insurance:** Transit Insurance is in Vendor's scope for all Inclusive value or as specified in RFQ.
    For imported items with FOB / ex-Works terms contracts, BHEL will provide Insurance.

11. **High Sea Sales (HSS):** Customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors.
    Any delay in submission of complete / correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete / incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.

12. **Packaging and dispatch:** The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
    The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw / solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitory / Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.
    Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (L x B x H) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated.
    Separate packing & identification of items should be as follows.
    1. Main Scope - All items must be tagged with part no. & item description.
    2. Commissioning spares - All items must be tagged with part no. & item description.
    3. Mandatory spares - All items must be tagged with part no. & item description.

13. **Assignment of Rights & Obligations; Subcontracting:** Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.

14. **Progress report:** Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.

15. **Non-disclosure and Information Obligations:** Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.

16. **Cancellation / Termination of contract:** BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business.

17. **Risk Purchase Clause:** In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services NOT supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
    In case of items demanding services at site like erection and commissioning, vendor should send his servicemen /representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase / service including additional handling charges due to the change.

18. **Shortages:** In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.
    Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.

19. **Remedial work:** Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.

20. **Indemnity Clause:** Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.

21. **Product Information, Drawings and Documents:** Drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.
    Vendor, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit and enable BHEL to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in as many numbers of copies as may be agreed upon.
    All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the disclosing party.

22. **Intellectual Property Rights, Licenses:** If any Patent, design, Trade mark or any other intellectual property rights apply to the delivery (goods / related service) or accompanying documentation shall be the exclusive property of the Vendor and BHEL shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise during the execution of the

Purchase Order/ contract for delivery by vendor and/or by its employees or third parties involved by the vendor for performance of the agreement shall belong to BHEL. Vendor shall perform everything necessary to obtain or establish the above mentioned rights. The Vendor guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Vendor shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Vendor shall indemnify BHEL against any (alleged) claims by third parties in this regard and shall reimburse BHEL for any damages suffered as a result thereof.

23. **Force Majeure:** Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God" and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.
A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

    Notwithstanding above provisions, in an event of Force Majeure, BHEL reserves for itself the right to cancel the order/ contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules.

24. **Guarantee / Warranty:** Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. The guarantee / warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable guarantee / warranty period.

25. **Limitation of Liability:** Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.
The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

26. **Liability during guarantee / warranty:** Vendor shall arrange replacement / repair of all the defective materials / services under its obligation under the guarantee / warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor's failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor.
In case, defects attributable to vendor are detected during first time commissioning or use, vendor shall be responsible for replacement / repair of the goods as required by BHEL at vendor's cost. In all such cases expiry of guarantee / warranty will not be applicable.

27. **Liability after guarantee / warranty period:** At the end of the guarantee / warranty, the Vendor's liability ceases except for latent defects (latent defects are defects / performance issues notices after the guarantee / warranty has expired). The Contractor's liability for latent defects warranty for the plant and equipment including spares shall be limited to a period of six months from the end of the guarantee / as specified in RFQ.

28. **Compliance with Laws:** Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.

29. **Settlement of Disputes:** Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).

30. **Arbitration & Conciliation Clause:**

a) In case of contractors/vendors /consultants other than Public Sector Enterprise (PSE) or a Government Department: The parties shall attempt to settle any disputes 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, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; 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 ~~–EDN~~/SBD. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.
The Arbitrator shall pass a reasoned award and the award of the Arbitration 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 Bangalore.
The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference.
Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

b) in case of Contract with contractors/vendors /consultants when they are a Public Sector Enterprise (PSE) or a Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any Party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so

authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.''

31. **Applicable Laws and Jurisdiction of Courts:** Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in BANGALORE alone shall have jurisdiction to consider over any matters touching upon this contract.

32. **General Terms:** That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.
    That the headings used in this agreement are for convenience of reference only.
    That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.

33. **BHEL Fraud Prevention Policy**: The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to your notice.

ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Solar Business Division
Prof C N Rao circle, Opp IISC, Malleshwaram, Bangalore ,
560012 INDIA

Doc No: SCPV: PV Module: 001- Rev 02

INSTRUCTIONS TO BIDDERS (Common for all RFQs)

Bidder is requested to read the instructions carefully and submit their quotation covering all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: SCPV: PV Module: 001 – Rev 02), General Conditions of Contract (document reference: SCPV: PV Module: 002 - Rev 02) and Special Conditions of Contract, if any, of the enquiry.
2. Any deviations from or additions to the "General Conditions of Contract" or "Special Conditions of Contract" require BHEL's express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
3. Bidders (also includes the term suppliers / contractors wherever used in this document) are instructed to quote their most competitive price and best delivery, etc. in the offer. Prices should be indicated in both figures & words. **(Please also refer clause 11 under section B)**
4. Regret letter (either through post or by mail) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. If a bidder fails to respond against 3 consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL.
5. Procurement directly from the manufacturers shall be preferred. However, if the OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and his agent, bid received from the agent shall be ignored.
6. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
7. If an Indian representative / associate / liaison office quotes on behalf of a foreign based bidder, such representative shall furnish compulsorily the following documents:
   a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
   b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
   c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages / damages / replacement / repair of imported scope till system is commissioned and handed over to customer will be the sole responsibility of the Indian representative / associates / agent / liaison office.
8. In case of imported scope of supply with delivery terms other than DDP, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport / Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges/ demurrage charges due to incomplete or missing documentation will be recovered

from the supplier's bill. All offers for imported scope of supply must be made from any of the gateway ports (within the country) indicated. **(Refer Annexure I)**

9. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: **www.bhel.com.**
10. Any bidders, against whom, action due to non-performance has been initiated by BHEL are not eligible for participating in the tender. Such offers will not be considered.
11. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices / misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, poor quality, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike / lockout for a long period.

B. <u>GUIDELINES FOR PREPARATION OF OFFER:</u>

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
   - **SINGLE PART BID**: Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
   - **TWO PART BID**: Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid" without the prices** should be enclosed in one cover and the cover must be super scribed **"Techno-commercial offer)** and Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed **"Price Bid"**. Both these envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.
   - **THREE PART BID**: Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.

   If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission at the venue/place specified or if any part of the offer is incomplete the entire offer of the bidder, can be rejected at discretion of BHEL.

2. Supplier shall ensure to super scribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid". Pease ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions shall be duly filled, signed & stamped and must accompany Technical-Commercial offer without fail and should be submitted in original only. Xerox copy will not be accepted.
4. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without any deviation.
5. Deviation to this specification / item description, if any, shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
6. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings,

mounting details and / or any other relevant documents called in purchase specification as part of Technical Bid.

7. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, packing & forwarding charges (if applicable), freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
8. In addition, bidder shall also quote for erection & commissioning charges (E&C charges), documentation charges, service charges, testing Charges (type & routine), training charges, service tax, etc. wherever applicable. The price summary must indicate all the elements clearly.
9. Vendors should indicate "lump sum" charges (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for Supervision of Erection, Commissioning and handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist and service tax (if any).
10. Wherever bidders require PAC (Project Authority Certificate) for import of raw materials, components required for Mega Power Projects, Export Projects, MNRE Concession or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
11. All quotations shall be free from corrections /overwriting. Corrections if any should be authenticated with signature and seal. Any typographical error, totaling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure VI** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid". BHEL decision will be final.

C. GUIDELINES FOR OFFER SUBMISSION:

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE." Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer. **(This clause will not be applicable for e-tenders)**
2. E-Mail / Internet / EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC of the tender. (Refer to SCC document of tender) within time of submission of tender.
3. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two officers whose names are mentioned in the RFQ. (Refer to SCC document of tender)
4. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. In case of e-procurement, bidders can see tender results till seven days after due date and time.
5. Vendor will be solely responsible:
   a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
   b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
   c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box or if the tender document is handed over to the wrong person BHEL will not be responsible for any such delays.
   d. For offers received through email/courier etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time.

e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, etc. will be the sole responsibility of the vendor. Wherever assistance is needed for submission of e-tenders, help line numbers and executives of service provider of BHEL may be contacted.
Service provider: ABC Procure
Website address: https://bhel.abcprocure.com/EPROC/

Purchase Executive / BHEL will not be responsible for any of the activities relating to submission of offer.

D. PROCESSING OFFERS RECEIVED:

1. Any discount / revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes / revisions are requested by BHEL.
3. In case there is no change in the technical scope and / or specifications and / or commercial terms & conditions by BHEL, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening of Part-1 Bid).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from vendors, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening. Impact price means only for those items which have been impacted by addition / deletion / changes in the technical specifications or commercial conditions. The impact may be +/- incremental value of the currency in which originally quoted. The impact price bid to be submitted on the cut-off date, time & venue as specified by BHEL. The impact price bid shall be opened along with original price bid.
5. BHEL ~~EDN~~ SBD reserves the right to adopt Reverse Auction or standard Price Bid Opening procedure for price evaluation, at its discretion. This will be decided after completion of technical evaluation of tender.
6. Un-opened bids (including price bids) will be returned to the respective bidders after release of PO and receipt of order acknowledgement from the successful bidder
7. Vendor shall accept warranty clause as required in the tender document. Offers not complying with Warranty terms as per RFQ Terms, can be rejected at discretion of BHEL.
8. After receipt of Purchase Order, supplier should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as and when required by BHEL / Customer.
9. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL ~~EDN~~ SBD and agreed upon in the Purchase Order.
10. Evaluation shall be on the basis of delivered cost (i.e. “Total Cost to BHEL"). As per RFQ terms.
“Total Cost to BHEL” shall include total basic cost, packing & forwarding charges, taxes and duties, Surcharge/ Cess, freight charges, test charges, insurance, service tax for services, any other cost indicated by vendor for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on Mega Projects, Physical Imports or such 100% exemptions & MNRE Exemptions (statutory benefits), customer reimbursements of statutory duties (like

GST, SGD) will also be taken into account at the time of tender evaluation. (Wherever applicable and as indicated in SCC document of tender)

11. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids:	Date of tender opening
Two/three part bids:	Date of Part-I bid opening
Reverse Auction:	Date of Part-I bid opening

.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

The evaluation currency for this tender shall be INR.

12. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers and on the basis or evaluation of Total Cost to BHEL.

E. INFORMATION ON PAYMENT TERMS:

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format **(Refer Annexure XI)** for receiving all payments through NEFT. (Applicable for Indian vendors only)
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to suppliers account only. Such recovery will be made out of any of the available bills.
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. (Applicable for Indian vendors only).
   Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.
4. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

F. STANDARD PAYMENT TERMS OF BHEL-~~EDN~~ SBD

i) Purchase Orders for indigenous procurement

100% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

ii) Purchase orders for import procurement:

100% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

Note: Quotations with "Advance payment" shall be rejected.

G. LOADING FACTORS FOR DELAYED DELIVERY:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non-compliance of BHEL standard commercial term.

Sl No	Deviation on	Nature of Deviation / Offered Terms	Loading %
1.	**Penalty for Delayed Delivery**	1) Non – Acceptance	10 %
		2) Partial Acceptance (X%)	(10 – X) %

H. DOCUMENTS REQUIRED AT THE TIME OF DISPATCH FOR PROCESSING OF BILLS:

Invoice in Triplicate, LR Copy / Bill of Lading, Packing List, PSI Call Letter Copy, Material Receipt Certificate & Warranty Certificate, Copy of Insurance certificate or Bank guarantee.

I. BANK GUARANTEE (BG) / PERFORMANCE BANK GUARANTEE (PBG):

Bank guarantee (BG) / Performance bank guarantee (PBG) will be applicable as called in the tender documents. Such PBG shall be valid for a period of Warranty Period + claim period of 3 months for a value equal to 10 % of the basic value of the purchase order. No deviation for the duration of PBG / BG will be permitted.

a. PBG shall be from any of the BHEL consortium of bankers
b. PBGs from nationalized banks are also acceptable.
c. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order. PBG should be in the format indicated. No deviation to these formats will be allowed.
d. Confirmation from any of the BHEL consortium of banks or any of the Indian Public Sector Banks is essential for the acceptance of PBGs issued by foreign banks (located outside India).
e. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation.

In case vendor does not accept for submission of PBG, the vendor can be rejected on commercial grounds

J. PROVISONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits.

a. Valid NSIC certificate or
b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).
c. EM II certificate with CA certificate **(in the prescribed format given in Annexure VIII)** applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.
d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

PURCHASE PREFERENCE FOR MSE VENDORS:

e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation.

1. The MSE vendor matches the L1 price.
2. L1 price is from a non MSE vendor.
3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
4. 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.
5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 6.25% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.

K. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:

1. Commitment by BHEL:

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 / suppliers in a transparent and fair manner, and with equity.

2. Commitment by Bidder(s)/ Contractor(s):

a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
d. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

PURCHASE EXECUTIVE

ANNEXURE-III

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited [1] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at……..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at_____[2] hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……dated ……[3] valued at Rs……[4] (Rupees ----------)/FC……(in words……..) for ……[5] (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to ……% (…. Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ……, (hereinafter referred to as the Bank), having registered/Head office at ……. and inter alia a branch at …… being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ---------- (Rupees ----------) without any demur, immediately on a demand from the Employer, .
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ _____.

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

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

We the ……bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including…….. [6] and shall be extended from time to time for such period as may be desired by Employer.
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the ……[7]we shall be discharged from all liabilities under this guarantee thereafter.

We, …… BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [8]
b) This Guarantee shall be valid up to ……[9]
c) Unless the Bank is served a written claim or demand on or before _____[10] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated…….
Place of Issue…….

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

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

[8] *BG AMOUNT IN FIGURES AND WORDS.*

[9] *VALIDITY DATE*

[10] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

   b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE- IV

FRAUD PREVENTION POLICY:

The bidder along with its associate/collaborators/sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/regions intranet.

Annexure V

List of Consortium Banks

Sl. No	Nationalised Banks	Sl. No	Public Sector Banks
1	State Bank of India	18	IDBI
2	Allahabad bank		
3	Andhra bank	**Sl. No**	**Private banks**
4	Bank of Baroda	19	Axis Bank
5	Canara Bank	20	HDFC
6	Corporation bank	21	ICICI
7	Central bank	22	The Federal Bank Limited
8	Indian Bank	23	Kotak Mahindra Bank
9	Indian Oversea Bank	24	Indusind Bank
10	Oriental bank of Commerce	25	Yes Bank
11	Punjab National Bank		
12	Punjab & Sindh Bank	**Sl. No**	**Foreign banks**
13	Syndicate Bank	26	CITI Bank N.A
14	UCO Bank	27	Deutsche Bank AG
15	Union Bank of India	28	HSBC
16	United Bank of India	29	Standard Chartered Bank
17	Vijaya Bank	30	J P Morgan

ANNEXURE – VI

DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

Following guidelines will be followed in case of discrepancy in words & figures-quoted in price bid:

(a) If, in the price structure quoted for the required goods/services/works, there is discrepancybetween the unit price and the total price (which is obtained by multiplying the unit price by thequantity), the unit price shall prevail and the total price corrected accordingly, unless in theopinion of the purchaser there is an obvious misplacement of the decimal point in the unit price,in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

ANNEXURE VII

Provisions Applicable for MSE (Micro and Small Vendors)

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid to avail the applicable benefits:

a. Attested copy of valid NSIC certificate or

b. Attested copy of either Entrepreneur's Memorandum part II (EM II) certificate/Udyog Aadhar certificate having deemed validity (five years from the date of issue of acknowledgement in EM II/Udyog Aadhar) or

c. EM II/ Udyog Aadhaar certificate along with attested copy of a CA certificate (Format enclosed at Annexure VIII where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have 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-I in case of two-part bid and three-part bid).

Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening/Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises.

Evaluation of Offer for MSEs

A) MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to25% of the requirement against this tender provided.

B) The MSE Vendor matches the L1 Price.

C) L1 Price is from Non MSE Vendor.

D) L1 Price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).

E) 25% of the 25%(i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (A) and (B) are fulfilled.

Minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation

F) In case no vendor under SC / ST category firms are meeting the conditions mentioned in (A) and (B) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.

G) Serial no. A to E will not be applicable wherever it is not possible to split the tendered quantity/items on account of customer contract requirement, or the items tendered are systems.

Annexure VIII

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s …….……
…… ……..(Hereinafter referred to as `Company') having its registered office at …….. is registered under MSMED Act 2006, (Entrepreneur Memorandum No ((Part-II) …… dtd …… Category: …… (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year **…….. as per MSMED Act 2006 is as follows:**
1. For Manufacturing Enterprises: Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Industries vide its notification No.S.O.1722 (E) dated October 5, 2006:
Rs. ……..Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs. ……..Lacs.

The above investment of Rs. …… Lacs in within permissible limit of Rs…… Lacs for……..Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

(or)

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ……(dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)
Name -
Membership Number -

Seal of Chartered Accountant

ANNEXUR- XI

Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.
TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:
Company Name :
Permanent Account Number(PAN):
Address

City: _____ PINCODE _____ STATE _____

Contact Person(s)
Telephone No:
Fax No:
e-mail id:

1 Bank Name:
2 Bank Address:
3 Bank Telephone No:
4 Bank Account No:
5 Account Type: Savings/Cash Credit
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank
7 Bank swift Code(applicable for EFT only)
8 Bank IFSC code(applicable for RTGS)
9 Bank IFSC code(applicable for NEFT)

A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transfering Bank responsible.

C This authority remains in full force until BHEL, EDN,Bangalore receives written notification requesting a change or cancellation.

D I have read the contents of the covering letter and agree to discharge the resposibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:
Designation: Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that_____has an Account No_____ with us and we confirm that the bank details given above are correct as per our records.

Date: (……..)
Place: Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:
Bharath Heavy Electricals Ltd,
Attn:
Electronics Division, Mysore Road,
BANGALORE - 560 026
In case of any Querry, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx