



BHARAT HEAVY ELECTRICALS LIMITED
C.F.F.P: HARIDWAR, UTTRAKHAND -249403

**General Instruction And Standard Terms & Conditions for bidding against Tender Enquiry
FOR FOREIGN BIDDERS ONLY**

DOCUMENT NO. : CFFP/MM/PUR/GT/FR/01 REV00 Dated 18-08.2017

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Quotations/ Bids not accordance with General Terms and Conditions are likely to be ignored.



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1. GENERAL :

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., CFFP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION:

2.1 The quotation should preferably be from the Principal Bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. **BHEL prefers to deal directly with the principal manufacturers.**

2.2 An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER

3.1 IN CASE OF PAPER BID :

3.1.1 In Case of Paper Bid: Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date **MUST BE** written and be invariably sent under **REGISTERED POST / SPEED POST / COURIER/Dropped** in the Tender Box: addressed as follows:-

Quotation against Enquiry No. _____ **Dated:** _____

Due on: _____

To,

THE HEAD OF PURCHASE DEPARTMENT, Central Foundry Forge Plant,

Bharat Heavy Electricals Limited, HARIDWAR-249403 (Uttarakhand), INDIA.

3.1.2 In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid without prices but with applicable taxes and duties.

3.1.3 The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. **Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.**

3.2 IN CASE OF E-TENDER :

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3.2.1 Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to CFFP-BHEL. Any offers received in Hard copy (for e-Tender Enquiries) shall not be considered and liable to be ignored by CFFP.

3.2.2 Responsibility for submission of tender in time solely lies with vendor. Vendors are requested to submit offers well in advance of due date and time to avoid last minute rush and system related issues/ problems.

3.2.3 Foreign template (for offer submission) to be selected only by Foreign Vendor on whom order is to be placed. Offers submitted by Indian/ Indigenous vendors in foreign template shall not be accepted.

3.3 Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause 3.1.3.

3.4 The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.

3.5 Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. ***Repeated lack of response on the part of bidder may lead to deletion of such PMD Vendor from BHEL's approved vendor list.***

3.6 The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever it has been asked in tender enquiry.

3.7 In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com

3.8 BHEL reserves the right to procure enquired material from more than one source/ vendor/ seller. Details will be specified in respective tender enquires.

3.9 BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules as detailed in the Clause 23.0

4. TENDER OPENING :

4.1 PAPER BID: Tender opening is schedules to start in the Tender Room at 2:00 PM, on due date. Therefore bid/ quotations must reach this office/ tender box latest by 1:45 PM on the due date. Only participating

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bidders are allowed to attend the Tender Opening. **Tenders received after the specified time of their "Submission" will be treated as late tenders and shall not be considered under any circumstances.**

The bidders or their authorized representatives may be allowed to attend tender opening/ price bid opening for on that particular day with specific letter mentioning tender enquiry details in the Authorization letter. General authorization letter is not accepted.

4.2 E-TENDER: Tender submitted on e-tender/ e-procurement will be opened as per the schedule mentioned in the e-tender.

5. SPECIFICATIONS, DRAWINGS AND STANDARD:

5.1 Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry.

5.2 The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.

5.3 Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.

5.4 All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

6. PRICE SCHEDULE:

6.1 Kindly quote your prices in figures and words both (In Case of Paper Bid). In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.

6.2 Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed for such items, specific confirmation that no order has been placed for such items should be provided.

6.3 Prices should be quoted on F.O.R. destination basis including freight, transit insurance, any other taxes / duties applicable. OR, CIF OR C&F basis.

6.4 Bidders need to quote the prices any sea port in Mumbai in Euro/ USD/ JPY/ UK Pound / SF/ Singapore Dollar. The name of the currency should be clearly indicated in your bids.

6.5 Offer received other than clause 6.3 may result in non-consideration of such bids.

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- 6.6** However if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant site, the FOB prices shall be loaded for 3% towards marine insurance, port handling charges & inland freight or actual freight/ port handling charges as per BHEL contract whichever is higher.
- 6.7** In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation.
- 6.8** Basis of evaluation for Bid/ Quotation in foreign currency:
- I. Currency exchange rate (TT selling rate of SBI) for evaluation of the bid/ quotation received in foreign currency will be as follows:
 - II. Single part bid –date of tender opening
 - III. Two/ Three part bid – Date of part 1 opening.
 - IV. Reverse Auction –date of part-1 opening.
- 6.9 Evaluation of Indian Agents commission :**
- i. BHEL shall deal directly with Foreign vendors, wherever required, for procurement of goods. However, if the Foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regularly guidelines which require mandatory submission of an agency agreement.
 - ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
 - iii. The agency agreement should specify the precise relationship between the Foreign OEM/Foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from OEM, whether as commission or as a general retainer fee should be brought on record in the agreement and be made explicit in order to ensure compliance to laws of the country.
 - iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
 - v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
 - vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/associates/consultant, or by whatever name called) and shall deal directly with the Foreign principal only for all correspondence and business purposes.
 - vii. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling

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on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.

- viii. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

6.10 While submitting your bids please clearly indicate:

- a) Expected weight of goods (lots wise).
- b) The size of packed goods.
- c) Whether the goods can be dispatched in containers?
- d) Port of Loading.
- e) Port of Discharge.

7. REVERSE AUCTION:

7.1 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid/ Price bid in e-portal, submitted by the bidder. This will be decided after Techno- Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com.

7.2 BHEL reserves the right to go for Reverse Auction (RA) (guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

7.3 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated services provider) as well as Online sealed bid' in the Reverse Auction. Non-submission of Process compliance form or ' Online sealed bid' by the agreed bidder (s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

7.4 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1**

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bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

- 7.5** If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contactors (as available on www.bhel.com).
- 7.6** As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid'
- 7.7** Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.
- 7.8** Highest bidder during online sealed bid will not be permitted to participate further in Reverse Auction of the tender enquiry for respective items.

8. DELIVERY TERMS:

- 8.1** Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order. No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.
- 8.2** In the event of bidder offering CIF delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container/High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- 8.3** The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance to filing the IGM (Import General Manifest) at discharge port.
- 8.4** In case of CIF Or C&F contract, bidder to supply the material through a Certified Sea worthy vessel.
- 8.5** A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.

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- 8.6** For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages/ wharfages. if any; paid by BHEL (for stated reasons).
- 8.7** The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on Service tax. While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- 8.8** If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- 8.9** Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- 8.10** NNDs (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- 8.11** Information related to OBL/AWB Documents:
- I. Consignee name and address should be same as mentioned in the Purchase order.
 - II. Notify party : Name and address will be as follows:(For discharge port Mumbai or Nhava Sheva)
Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005
Email: msseahwr@bhel.in and ppximx@bhelhwr.co.in (in case of Sea Shipments)
Email: kkant@bhel.in; salvi@bhel.in, Sunil.patil@bhel.in (in Case of Air shipments)
For latest updation please refer our web site:
www.bhelhwr.co.in
 - III. OBL should clearly mention the Indian agent address and contact details.
 - IV. OBL should be issued as per UCP 600.
 - V. In case of incoterms other than FOB, OBL should mention the container detention free period.

9. PENALTY OF LATE DELIVERY

9.1 Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable @0.5% per week subject to maximum of 10% of the unexecuted portion of the PO. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.

9.2 Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

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- 9.3** Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- 9.4** Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- 9.5 DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- 9.6 DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar/FOR Transporter Godown", then date of delivery will be date of intimation by transporter/bidder of delivery of material at Haridwar for the penalty purpose.
- 9.7** Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized/nominated bank.

10. PAYMENT TERMS

- 10.1** BHEL's standard payment term is Payment after Receipt and Acceptance of Material/Item at CFFP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry. 100% within 30 days after receipt & acceptance of material at CFFP/ BHEL, Haridwar through e-payment.
- 10.2** BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- 10.3** Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- 10.4** Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 day of vessel sailing and receipt of OBL from shipping line
- 10.5** In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 60 days prior to the scheduled delivery and will be valid for a period of 90 days.

11. TAXES AND DUTIES:

- 11.1** All vendors are required to provide PAN details.

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- 11.2** If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of Indian Income Tax Act 1961.
- 11.3** The bidder shall clearly indicate extent of taxes as applicable in his technical bid.
- 11.4** All forms as required by Law to avail concessional tax benefits are to be submitted within the stipulated time. BHEL reserves the right to withhold the payment due to the bidder or deduct the payment equivalent to additional tax and other liability on BHEL due to non/late submission of above forms.
- 11.5** Bidder to quote place from where supply of goods is expected, to evaluate applicable Value Added Tax input credit. Any subsequent changes in this may affect availability of input credit to BHEL; the same will be on bidder's account.
- 11.6** In case of intra-state sale, bidder to ensure quoting TIN Number of BHEL applicable in the state of transaction and same should be asked by bidder in time.
- 11.7** Rate of Excise Duty, CST/VAT and Service Tax must be indicated in offer even if it is inclusive.
- 11.8** Taxes & duties as applicable at the time of supply shall be payable.
- 11.9 Imported Goods Offered by Indian Bidders against Dealer Invoice:** Wherever the material being offered is imported, bidder must quote the prices inclusive of CVD. The rate & value of CVD as included in the price must be indicated separately. In case quantum of CVD is not mentioned by the bidder the same will not be considered for evaluation. However bidder will have to pass on the benefit of CVD to BHEL at the time of actual supply.

12. WEIGHMENT OF MATERIAL :

After receipt of material, account of material shall be based on weight at CFFP/ Counting as the case may be and same shall be treated as final and binding of supplier.

13. BANK GUARANTEE :

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the Performa as prescribed by BHEL. The Performa of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

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14. GUARANTEE/ WARRANTY & CORRESPONDING REPAIRS/ REPLACEMENT OF GOODS.

14.1 Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by BHEL.

14.2 RETURN OF REJECTED MATERIAL FOR REPLACEMENT. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid. . In case of rejection of material after receipt at CFFP, seller is required to take back the rejected material at their cost within 45 days from the date of rejection memo / note. If seller fails to take back the rejected material from CFFP within 90 days from the date of rejection memo / note. CFFP has the right to dispose of the rejected material at the risk & cost of the seller and no further claim for the rejected material will be entertained.

15. QUALITY REQUIREMENT:

Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as.

- (i) Test Certificate (TC)/ Original Manufacturer's Certificate: Original Manufacturer Test Certificate is required along with the dispatch documents. In case supplies are from trader/ seller, it shall be responsibility of the trader/ seller to provide Original Manufacturer's Test Certificate with linkage to trader/ seller invoice stating batch no.
- (ii) Guarantee Certificate (GC) / Warranty Certificate (WC),
- (iii) Quality Plan (QP) (if applicable); and
- (iv) Pre-Dispatch Inspection at your works (if applicable).

16. VALIDITY:

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

17. RIGHT OF ACCEPTANCE

17.1 BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charge.

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- 17.2** Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- 17.3** Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- 17.4** In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
- 17.5** The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- 17.6** BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

18. TRANSIT INSURANCE

- 18.1** All bidders are requested to quote their prices on FOR destination basis. Destination shall be Central Stores, C.F.F.P., BHEL Ranipur, Haridwar. Quoted price shall be inclusive of transit insurance.
- 18.2** In case bidder has submitted their offer without confirmation to transit insurance to their account in their offer, BHEL will load their offer at the applicable rate at that time.

19. RISK PURCHASE

In case of abnormal delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

20. FORCE MAJEURE CLAUSE

- 20.1** Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances

Quotations/ Bids not accordance with General Terms and Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED
C.F.F.P: HARIDWAR, UTTRAKHAND -249403

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beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.

20.2 The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

20.3 Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

21. FRAUD PREVENTION POLICY:

The bidder along with its associate/ collaborators/ subcontractors/ 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.

22. NON DISCLOSURE AGREEMENT :

All Drawing and Technical Documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

23. SETTLEMENT OF DISPUTES/ ARBITRATION

In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

24. WHARFAGE/ DEMURRAGE RESPONSIBILITY

In the event of delay in receipt of documents by Manager (Central Stores-CFFP) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage /demurrage for such delay shall be that of supplier.

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25. INFORMATION TO THE BIDDERS

- 25.1** Purchase related information is available at our Business- to-Business (B2B) Portal available on our website www.bhelhwr.co.in The user ID & password can be obtained by sending a request to concerned purchase executives.
- 25.2** Intimate your change in mail address or communication address or changes, if any, by email to hwcmm@bhelhwr.co.in giving your bidder Code.
- 25.3** Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in

26. NOTE

Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry. Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void.