BPC 0007

ENOUIRY

TWO PART BID

E-TENDER

भारत हैवी इलेक्ट्किल्स लिमिटेड, पिपलानी, भोपाल—४६२०२२ (भारत) सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA) MATERIALS MANAGEMENT DIVISION

TIN NO-23573000001 ECC NO- AAACB4146PXM009

MPCT NO- HEL/05/01/0001/S15/11/79 PHONE NO. DA REE DEGLES

ENQUIRY NO

E1153030

ENQUIRY DATE ENQUIRY DUE DATE 14/05/25 11/06/25 \mathbf{E}

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	0	1	0	NA	6	10	6	240350899
	GUARANTEE (CERTIFICATE	Y	SUPPLY CONDITION SUITABLY PACKED TO AVOID DAMAGE DURING T		GT		
	TEST CERTIFI	CATE	Y	RANSIT & SAFE STORAGE FOR 5 YEARS				
	INSTRUCTION	BOOKLET	N	TECHNICAL C	CONDITION AS	PER ENCLOSED SPEC	TIFICATIONS. & TPQR HO	G-2218
	SAMPLE		N				a restriction to the que the	33-2216
	GATE PASS	4	Y	INSPECTION C	CONDITION BH	EL/THIRD PARTY		

RICE IN WORDS WILL BE VALID,QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT OTY	DEST	DELIVERY DATE
1	HG4312157030	CONTINUOUS ONLINE PARTIAL DISCHARGE MONITORING SYSTEM (COUPLERS) AS PER SPECIFICATIONS HG10059, REV01, HGS-1907,	ST	2.000	0	1	1.000	203	30/10/25
		ANNEXURE-A, ANNEXURE-S & ANNEXURE-CL. (EACH SET CONSISTS OF 06 NOS. OF PD COUPLER)				2	1.000	203	30/10/25
	HG4312157049	CONTINUOUS ONLINE PARTIAL DISCHARGE MONITORING SYSTEM (ANALYSER/INSTRUMENT) AS PER SPECIFICATIONS HG10059, REV01,	ST	2.000	0	1	1.000	203	30/10/25
	11012111022111	HGS-1907, ANNEXURE-A, ANNEXURE-S & ANNEXURE-CL.				2	1.000	203	30/10/25
	HG4341097415	CONTINUOUS ONLINE PARTAL DISCHARGE MONITORING SYSTEM(OTHER ITEMS LIKE LAPTOP ETC. & DOCUMENTS) AS PER SPECIFICATIONS HG10059,REV01, HGS-1907, ANNEXURE-A, ANNEXURE-S & ANNEXURE-CL.	ST	1.000	0	1	1.000	203	30/10/25
	HG4341097423	SUPERVISION OF INSTALLATION AT SITE AS PER SPECIFICATIONS HG10059,REV01, HGS-1907, ANNEXURE-A, ANNEXURE-S & ANNEXURE-	ST	2.000	0	1	1.000	203	30/12/25
		CL.				2	1.000	203	30/12/25
	HG4341097431	SUPERVISION OF COMMISSIONING AT SITE AS PER SPECIFICATIONS HG10059,REV01, HGS-1907, ANNEXURE-A, ANNEXURE-S & ANNEXURE-	ST	2.000	0	1	1.000	203	30/01/26
	***************************************	CL.				2	1.000	203	30/01/26
	HG4341097440	TRAINING AT SITE AS PER SPECIFICATIONS HG10059,REV01, HGS-1907, ANNEXURE-A, ANNEXURE-S & ANNEXURE-CL.	ST	1.000	0	1	1.000	203	30/01/26

[1] THIS IS AN E-TENDER ENQUIRY AND OFFERS TO BE SUBMITTED ON-LINE IN TWO PART BID SYSTEM THROUGH HITPS://EPROCUREBHEL.CO.IN. [2] PLEASE SUBMIT THE ANNEXURE-B, SHEET DULY COMPLETELY FILLED, SIGNED/STAMPED ALONG-WITH OFFER [3] BHEL GENERAL TERMS & CONDITIONS OF ENQUIRY: BP200102B IS APPLICABLE (REFER BP200102B & ANNEXURE-P). [4] KINDLY PROVIDE UDYAM REGISTRATION CERTIFICATE FOR PREFERENCE OF PAYMENT UNDER MSME SCHEME. [5] BHEL STANDARD PENALTY CLAUSE APPLICABLE AS PER ANNEXURE-P . [6] THE BIDDER / SUPPLIER / CONTRACTOR WILL, WHEN PRESENTING HIS BID, DECLARE WHETHER OTHER FAMILY FIRMS OR SISTER CONCERN AFFILIATES /SUBSIDIARY FIRMS ARE PARTICIPATING IN THE SAME TENDER, SO AS TO ELIMINATE THE POSSIBILITY OF CARTEL FORMATION.

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

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

Please submit your lowest quotation in sealed envelop essentially superscribed with ENQUIRY NO, DUE DATE AND PARTY'S NAME so as to reach at TENDER ROOM, GROUND FLOOR, ADM BUILDING. BHEL, PIPLANI BHOPAL-462022 by 11.00 am of due date.

SPECIAL REMARK: Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.

1. This is only a request for Quotation & not an order.

2.Small Scale industries should indicate SSI Regn. No. in Quotation/invoice.

3.In case you are not making an offer against this Enquiry, we request you to post a regret letter.

4.Indian vendors to please indicate GSTIN on their quotation.

Documents Enclosed

1.Drawing. 3. Purchase specification. Catalogue.

4. Quality Surveillance Plan.

NAME: SHRI DAMODAR SOREN DESG: SR.MANAGER

0755-2505258

dsoren@bhel.in



ENQUIRY

TWO PART BID

E-TENDER

भारत हैवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल— ४६२०२२ (भारत)

सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA) MATERIALS MANAGEMENT DIVISION

TIN NO- 23573000001

ECC NO- AAACB4146PXM009

MPCT NO- HEL/05/01/0001/S15/11/79

FAX: 91-755-2500023 PHONE NO: 91-755-2500100

www.bhel.com

ENQUIRY NO

E1153030

ENQUIRY DATE

14/05/25

ENQUIRY DUE DATE 11/06/25

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FORMAT FOR DECLARATION ATTACHED. [7] TRADING ENTERPRISES & AGENT / DEALER SHALL NOT BE CONSIDERED UNDER THE BENEFITS OF MSE. IN CASE OF NON ACCEPTANCE OR ANY DEVIATION IN PAYMENT TERMS, IF ACCEPTED (BY BHEL), SHALL BE LOADED @ SBI BASE RATE + 6% FOR THE PURPOSE OF BID EVALUATION. [8] OFFER RECEIVED FROM VENDORS WHICH ARE UNDER BANNED/HOLD BY BHEL SHALL NOT BE CONSIDERED. [9] OTHER REMARKS SHALL BE APPLICABLE AS PER ANNEXURE-D, ANNEXURE-S, ANNEXURE-P, TPQR, TECH SPEC. HG10059, HGS-1907 & ANNEXURE-CL REV.07 WILL BE APPLICABLE. [10] FOR DECIDING L1 VENDOR, PRICE OFFERS ARE TO BE EVALUATED ON BASIS OF COMBINED VALUE OF ALL ITEMS. INDIVIDUAL ITEM VALUE SHALL NOT BE COMPARED

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PURCH SPEC

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Ouality Surveillance Pla N

TWO PART BID Y

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

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Please submit your lowest quotation in sealed envelop essentially superscribed with ENQUIRY NO, DUE DATE AND PARTY'S NAME so as to reach at TENDER ROOM, GROUND FLOOR, ADM BUILDING, BHEL, PIPLANI BHOPAL-462022 by 11.00 am of due date.

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Documents Enclosed

3. Purchase specification. 1.Drawing.

2. Catalogue. 4. Quality Surveillance Plan.

NAME: SHRI DAMODAR SOREN

DESG: SR.MANAGER

0755-2505258

dsoren@bhel.in

[ANNEXURE-B]

Enquiry No. E1153030 /PI No: 240350899, ITEM: PARTIAL DISCHARGE MONITORING SYSTEM

<u>IMPORTANT</u>: [1] Suppliers to ensure submission of completely filled & duly signed/stamped of this sheet along-with the Offer.

Sl no ❖	IMPORTANT INSTRUCTIONS FOR TENDERER BHEL's Parameter	Accepted/
		Deviation
1	Tax and Duties:	
	Foreign Bidders: The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price/ FCA price.	
. 9	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances (Refer sl.no. 16.4 of GTC BP 200102B for more details) and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) (Refer sl.no. 16.5 of GTC BP 200102B for more details). [vendor to submit filled in valid PEBC duly sealed and signed as per Annexure I or II as applicable]	
	GST/ Income Tax TDS applicable as per Law shall be deducted. Indigenous Bidders -Bidders to ensure timely remittance of SGST, CGST, IGST as	
	applicable in time as per law.	
	Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST invoice rules.	
	Bidders to comply with all statutory provisions as may be applicable at the time of dispatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL	
	C. Payment Terms:	
	Foreign Bidders: For Item- 01 & 02 - 90% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB and payment of balance 10% (of it#01 & 02) after successful completion of item#04, #05 and upon submission of completion report or MoM (duly signed by BHEL/Supplier) of item #04, #05, #06 (Installation, Commissioning & Training)	
	For Item- 03 - 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB	
	For Item- 04, 05 & 06 - 100% payment of installation, commissioning & training upon submission of successful work completion report or MoM (duly signed by BHEL/Supplier) on <u>pro-rata basis</u> .	
	Any deviation from the above payment terms, if accepted (by BHEL), then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days	
	The LC shall be established 2 months prior to shipment date, valid for period of 90 days (or as agreed) , unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.	

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	Indigenous Bidders: For Item- 01 & 02: - 90% payment after receipt & acceptance of material at BHEL, Bhopal against SRV within 45/60/90 days (as applicable) and payment of balance 10% (of it#01 & 02) after successful completion of item#04, #05 and upon submission of completion report or MoM (duly signed by BHEL/Supplier) of item #04, #05, #06 (Installation, Commissioning & Training).	
	For Item- 03: - 100% payment after receipt & acceptance of material at BHEL, Bhopal against SRV within 45/60/90 days (as applicable).	
	For Item- 04, 05 & 06: -100% payment of installation, commissioning & training upon submission of successful work completion report or MoM (duly signed by BHEL/Supplier) within 45/60/90 days (as applicable) on pro-rata basis.	
	Any deviation from the above payment terms, if accepted (by BHEL), then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days.	
1	D. Davidty eleves (LD applicability (Def Appeyure D)	
4	D. Penalty clause/LD applicability.[Ref Annexure-P] Subject to force Majeure condition: Penalty shall be 0.5% of P.O. value shall be imposed or levied on each week or part thereof for delay in supplies from P.O. delivery subject to max. 10% of P.O. value. Total undelivered order value above shall be item wise, lot wise order value of PO.	
	Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition (STC) /Additional terms and conditions (ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.	
	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)	
5	Delivery Schedule & Completion date: -	
	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms. For Ex-works/FCA/FOB or any other delivery term	
	where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).	
	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the	
	contractual delivery completion date.	
6	Transit Insurance: Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for	
	BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser	
7	Documentation:	
(i)	For Indigenous Purchase: Bidder shall arrange to send to the consignee following documents immediately on dispatch of the goods. Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/.Online	
	submission of Invoices /e-invoices for payment can also be done in IMDMS system.	



- 1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter).
- 2) Consignee copy of LR & 2 sets each of Packing list,
- 3) Test certificate, Guarantee / Warranty certificate,
- 4) O & M manuals (where applicable)
- 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
- 6) Pre-dispatch Inspection report / Third Party Inspection Certificates/MDCC certificate
- 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure the distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases).

(ii) For Foreign Purchase — Imports:

Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser

- 1. Express / Original 'Clean on board' Bill of Lading / AWB.
- 2. One set of Commercial Invoice, packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.
- 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.
- 4. Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM are different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.
- 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.
- 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:

AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA

Email: msseabpl@bhel.in (In case of Sea freight)

msair@bhel.in (In case of Air freight)

DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) Email: fin_fp.bpl@bhel.in

And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at mmfe.bpl@bhel.in

7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at SI. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). Other documents, as required, will be separately

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indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order. Additionally, following requirements to be taken care of by the bidder during PO execution stage:

i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly BP 200102B HEAVY ELECTRICALS PLANT, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY Page 7 of 16 Ref: MI 2001A3 Annexure II mentioned on B/L or AWB.

- ii) As per Uniform Customs Practice (UCP 600) for documentary credits(L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.
- iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.
- iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.
- v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.
- vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Air shipments.
- 8. Pre-Dispatch Clearance (PDC): PDC issued by BHEL referencing Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates
- 9. Guarantee/ Warranty Certificate: As Applicable, Issued by Seller in One Original. If Seller and OEM are different, Guarantee/ Warranty Certificate, as applicable, from OEM will also be submitted by Seller.
- 10. The Destination Terminal Handling Charges (DTHC): DTHC will be paid by BHEL directly to the terminal and same will not be paid to the shipping line of vendor. If shipping Line charges the DTHC to BHEL, the same along with any additional/consequential expenses incurred (like detention/demurrage, ground rent, penalty, etc) will be recoverable from beneficiary's bills confirmed via seller's/beneficiary bank swift.
- 11. Intimation of Dispatch: Beneficiary to send email intimation about dispatch of goods giving details of OBL/AWB no. & its date, BHEL purchase order number, invoice no. & its date, currency & invoice value, packing list, PDCC ref no. & date, LC no., seller's bank reference no., if & as applicable to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in
- 12. If seller/beneficiary does not comply or deviates from any of the above clauses/compliances, then any additional charges, demurrage, detention, ground rent, clearance charges, penalty, etc imposed on or borne by/paid to BHEL due to such non-compliance/deviation, etc., shall be to the account of the seller/beneficiary and

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	shall be recoverable from the seller's/beneficiary's bills Confirmed via seller's/beneficiary bank swift.	
8	Applicable BHEL Conciliation Scheme: Enclosed	
9	Type of GST applicable – IGST / CGST_SGST with percentage	
10	HSN code of item.	
11	Delivery Schedule: quote in nos. of weeks or days from the date of P.O. or drawing /QAPapproval whichever is later. <i>Refer Annexure-D for for drawing / QAP approval.</i>	
12	All other Terms & Conditions of tender shall be as per BHEL STD T&C: BP 200102B, BP 205315, BP205316 [as available at B2B Portal https://bpl.bhel.com/mm/] are applicable.	
13	The bidder / supplier /contractor will, when presenting his bid, declare whether other family firms or sister concern affiliates / subsidiary firms are participating in the same tender or not.	
14	Offer Validity: 90 days from the date of Tender opening.	
15	Prices: 'Firm Price'	
16	Reverse auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all 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." Please give your acceptance for Reverse Auction (RA) as above. Extant guidelines shall be followed.	
17	Delivery terms for indigenous supplier: F.O.R Destination (All freight & Insurance charges shall be borne by Supplier)	
18	Delivery terms for Foreign supplier: FCA , Mumbai air port	
19	"In the course of evaluation, if more than 1 bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than 1 bidder happens to occupy the L-1 status even after soliciting	
	discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L1 Bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations will be final and binding"	
20	Contact Person & details (email & telephone no)	

Supplier's authorized signature Firm Name:

Damodar Soren Sr. Manager [MEX, BHEL Bhopal]

Annexure to Techno-commercial bid

Conflict of Interest among Bidders/ Agents

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal, or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, \cdot or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business own'ership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business."

 Seal & sign of bidder	
seal & sign of bidder	

DECLARATION BY VENDOR

We declare that following family firms or sister concern affiliates/subsidiary firms are participating in tender No. E	
1.0	
2.0	
3.0	
Iand the family firms or sister concern affiliates /subsidiary firms listed above that we are not indulging in cartel information for Enquiry No. E	
()	
For M/s	
(Sign & Seal)	

PROCEDURE FOR INCORPORATION OF MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER BHEL CONCILIATION SCHEME, 2018

- 1. The following Model Conciliation Clause along with its Annexure & Appendices thereto is to be incorporated in the General Conditions of Contract of the Unit/Division/Region/Business Group for vendors/supplier/subcontractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., by all the Units/Divisions/Regions/Business Group.
- 2. For existing Contracts where specific clause for Conciliation is not provided, this Scheme may also be made applicable with the approval of the concerned Head of Unit/Division/Region/Business Group, subject to the agreement of the other party in terms of Para A4 or A5 of the BHEL Conciliation Scheme, 2018 as the case may be.
- 3. Accordingly, for existing Contracts/MoUs, the Model Conciliation Clause along with its Annexure & Appendices thereto shall be made available to the vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., for their consent. Upon consent being received, the Contract/MoU shall be amended as per Paras A4 or A5 of the BHEL Conciliation Scheme, 2018 accordingly and steps be taken for initiation of Conciliation for settlement of disputes in terms of the BHEL Conciliation Scheme, 2018.

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

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

Notes:

- 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

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

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

- 1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
- 2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
- 3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
- 4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
- 5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
- 6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
- 7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

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

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

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

- 21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
- 22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
- 23. The Conciliator(s) shall be entitled to following fees and facilities:

S1 No	Particulars	Amount			
1	Sitting fees	Each Member shall be paid a Lump			
		Sum fee of Rs 75,000/- for the whole			
		case payable in terms of paragraph			
		No. 27 herein below.			
2	Towards drafting of	In cases involving claim and/or			
	settlement	counter-claim of up to Rs 5crores.			
	agreement	Rs 50,000/- (Sole Conciliator)			

S1 No	Particulars	Amount
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent
3	Secretarial expenses	Authority of BHEL. Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators -Rs 30,000/-
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

S1 No	Particulars	Amount
		Ordinarily, the IEC Member(s) would
		be entitled to travel by air Economy
		Class.
5	Venue for meeting	Unless otherwise agreed in the
		agreement, contract or the
		Memorandum of Understanding, as
		the case may be, the venue/seat of
		proceedings shall be the location of
		the concerned Unit / Division /
		Region / Business Group of BHEL.
		Without prejudice to the seat/venue
		of the Conciliation being at the
		location of concerned BHEL Unit /
		Division / Region / Business Group,
		the IEC after consulting the Parties
		may decide to hold the proceedings
		at any other place/venue to facilitate
		the proceedings. Unless, Parties
		agree to conduct Conciliation at
		BHEL premises, the venue is to be
		arranged by either Party alternately.

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

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

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

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

Format 2 to BHEL Conciliation Scheme, 2018

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

To,
M/s. (Stakeholder's name)
Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).
Ref: Contract No/MoU/Agreement/LOI/LOA& date
Sir,
With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.
We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.
Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.
Yours faithfully,
Representative of BHEL

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

To,

BHEL					
•••••	•••••				
	esolution of lommittee (IE	Disputes throug C).	gh Conciliatio	n by Indepe	endent Expert
Ref: C	Contract/MoU	/Agreement/LO	I/LOA No &	date	
		oove referred con are still unpaid			nvoices/claims
SL.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount
claim We h condi throu	s to IEC for C ereby agree a tions of BHI	uest you to kind onciliation. and give our une the conciliation ave signed the sa	nconditional co Scheme, 201	onsent to the source of the second se	he terms and g conciliation
				Yo	ours faithfully,
				(Signature	e with stamp)
		Au	ithorized Repi		of Contractor h designation Date

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

1. C	hronol	ogy	of	the	Dis	putes
------	--------	-----	----	-----	-----	-------

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

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

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

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

Company Letter head

Date: {	insert date}
Piplani Bhopal-	Heavy Electricals Limited 462023 a Pradesh
I/We he	ereby certify (for the period from * to) that,
1.	{Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date{insert date} under the {Law of the Country}
2.	It is a tax resident as per the Tax Laws of {country}.
3.	The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and("the tax treaty" for short). And/or
4.	the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty And/or
5.	the Company hasagent(not of independent status) in India as stipulated in Article 5 of the tax treaty And/or
6.	The company has business connection in India as per Sec 9(1) of the Indiar Income Tax Act 1961 through which its business is carried on in India.
	But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in
	I hereby declare that the above information is correct and complete to the best of my knowledge andbelief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.
	I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.
	This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.
	If there is any change in the above facts the same would be intimated to you.
	For & On behalf of
	{Insert name of the company}
	Authorized Signatory with Seal

*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

Company Letter head

Date: {	insert date}
Piplani Bhopal-	Heavy Electricals Limited 462023 I Pradesh
I/We he	ereby certify (for the period from* to) that,
1.	$\label{thm:linear_company} \mbox{ (Vendor Code with BHEL) is a company incorporated on {insert date{insert date} under the {Law of the Country}}$
2.	It is a tax resident as per the Tax Laws of {country}.
3.	The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and("the tax treaty" for short).
4.	In this regard, it is further confirmed that:
•	the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
•	the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty $\frac{1}{2}$
5.	The company does not have any business connection in India as per Sec $9(1)$ of the Indian Income Tax Act 1961 through which business is carried on in India.
	I hereby declare that the above information is correct and complete to the best of my knowledge andbelief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.
	I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.
	This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.
	If there is any change in the above facts the same would be intimated to you.
	For& On behalf of
	{Insert name of the company}

Authorized Signatory with Seal

^{*}The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.



BHEL P.O. TERMS & CONDITIONS (IMPORTED)

The Purchase Order is subject to the following Terms & Conditions unless otherwise specified and directed. Vendors may also login to B2B portal (Link: https://www.bhelbpl.co.in/mm/) for any information regarding PO, rejections / acceptance, bills, etc.

- 1. **DOCUMENTATION** (In English Language):
- 1.1 NON-NEGOTIABLE SET: COMPRISING OF FOLLOWING
- 1.1.1 Copy of non-negotiable Bill of lading / MAWB or HAWB with a mention of MAWB Number.
- 1.1.2 2 Copies of Signed Commercial Invoice.
- 1.1.3 2 copies of advice note/detailed packing list covering each item and quantity.
- 1.1.4 Certificate of Country of Origin (COO).
- 1.1.5 Inspection / Material / Mill Test Certificates.
- 1.1.6 Catalogue/Drg. for components (including casting & forging) and for Finished Goods, if applicable.

OR

Composition certificate for ferrous/non-ferrous metals/insulating & other raw material, casting & forging and other metallic components, if applicable.

1.2 DOCUMENTATION CLAUSE:

Copies of documents referred at SI No. 1.1 above are to be e-mailed at following mail IDs within three days of dispatch of material for sea despatch and soon after despatch in case of air:

- 1.2.1 E-mail ID of Purchase Officer (mentioned in PO)
- 1.2.2 mmfe@bhelbpl.co.in
- 1.2.3 msseabpl@bhel.in (In case of sea freight)
- 1.2.4 msair@bhel.in (In case of air freight)
- 1.3 NEGOTIABLE SET:
- 1.3.1 Supplier should additionally forward 2 sets of documents mentioned at point 1.1.2 to 1.1.6 along with original Bill Of Lading through any international courier service / registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following:

AGM (M.S)

Regional Operations Division BHEL

14th Floor, Administrative Bldg
BHEL Bhopal - 462022 (India)

World Trade Centre, Cuffe Parade

DGM (FIN-FP)

4th Floor, Administrative Bldg
BHEL Bhopal - 462022 (India)

E-mail: fin fp@bhelbpl.co.in

Mumbai 400 005 INDIA

Email: msseabpl@bhel.in (In case of sea freight) msair@bhel.in (In case of air freight)

And Confirm forwarding details to AGM (MM- FE), BHEL Bhopal at mmfe@bhelbpl.co.in

1.3.2 In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 1.1.2 to 1.1.6 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe@bhelbpl.co.in & msseabpl@bhel.in (for sea shipment) or msair@bhel.in (for air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

In case any discrepancy is raised by bankers / BHEL with respect to documents submitted, vendor to facilitate clearance of goods through Delivery Order.

- 1.4 INSTRUCTIONS FOR DOCUMENTS:
- 1.4.1 Clean Bill of Lading/copy of AWB in triplicate to be drawn as below:

Shipper: Supplier details

Consignee: Government of India on behalf of BHEL BHOPAL

Note: Bank not to be notified as consignee or joint consignee.

- 1.4.2 B/L to be drawn as per delivery terms & conditions mentioned in Purchase Order
- 1.4.3 In case of HAWB a mention should be made of MAWB No.
- 1.4.4 Signed invoice should indicate item description, quantity, unit, rate and value of all items supplied in line with the Purchase Order. In case of subsequent shipment of short shipped items, reference of original invoice must be indicated.
- 1.4.5 In case of Free supply: It should be indicated if supply is against short shipment or replacement together with earlier shipment details & forward documents as per 1.1 & 1.2 above, invoice should indicate value of material for Customs purpose. In such cases, material should be supplied on Delivery Duty Paid (DDP) basis.
- 1.4.6 Packing list should include package wise details and each item clearly identified with the respective packing list.



BHEL P.O. TERMS & CONDITIONS (IMPORTED)

1.4.7	Any Demurrage/Wharfage paid at the ports because of delay/discrepancy in the above documents will be to the
	account of supplier or their representative.
1.4.8	For correspondence language must be ENGLISH or HINDI.
1.4.9	Drawings & Patterns: All drawings & patterns supplied/paid for by BHEL will remain BHEL property and shall be returned to BHEL as and when demanded by BHEL.

2. CASE MARKING:

Following details should be clearly marked on each case.

- 2.1 Shipper: Supplier details.
- 2.2 Consignee : BHEL (BHOPAL) Via MUMBAI (INDIA)
- 2.3 BHEL ORDER NO
- 2.4 Port of Loading
- 2.5 Port of Discharge / Place of Delivery (In case of ICD)
- 2.6 Gross Weight _____kg
- 2.7 Net weight kg
- 2.8 Brief Description _____
- 2.9 Dimensions in mm
- 2.10 Supplier's Name

3. PACKING:

Material to be packed suitably for transport by Sea/Air (as the case may be) and subsequently by rail/road to destination point. In case of wooden packing, Fumigation / Phyto Sanitary certificate to be provided along with documentation. Damage to the consignment because of poor/inferior packing shall be to the account of supplier or their representative.

- 3.1 INSTRUCTION FOR PACKING:
- 3.1.1 All markings for safety, handling, storage, protection etc. are to be clearly indicated on the cases as per international practice.
- 3.1.2 Special care should be taken in packing of hazardous material with all precaution for safety.
- 3.1.3 Proper care should be taken to ensure correct case marking and packing should be in accordance with the details in Advice Note/packing list. Any delay in clearance because of wrong case marking will be to the account of supplier or their representative. Similarly, If for any reason whatsoever discrepancies are noticed prejudicing our claim with underwriters/ carriers with consequential loss will also be to the account of supplier or their representative.



BHEL, P.O. TERMS & CONDITIONS (INDIGENOUS)

The Purchase Order is subject to the following Terms & Conditions unless otherwise specified and directed. Vendors may also login to B2B portal (Link: https://www.bhelbpl.co.in/mm/) for any information regarding PO, rejections / acceptance, bills, etc.

- 1. ORDER ACKNOWLEDGEMENT:
 - Order acknowledgement must reach the concerned officer of Materials Management Division within 10 days of issue of purchase order. Failure to do so within stipulated period would be deemed to mean that the order has been accepted by the supplier.
- PACKING:
- 2.1 The supplier shall securely protect and pack the goods against loss, damage or corrosion in the transit. Packing shall allow for easy removal and checking on site and comply with carrier conditions of packing or established trade practice.
- 2.2 Cases and packing materials shall be supplied free of charge unless otherwise agreed to. Wherever specifically agreed to, empties shall be returned at supplier's expenses but no liability will be accepted by BHEL in respect thereof.
- 2.3 Damage to the consignment resulting out of poor/inferior packing shall be to the account of the supplier.
- 3. MARKING:
- 3.1 The following details clearly marked on each case/box/packing/bundle and reel.
 - i) Consignee ii) BHEL Order No. iii) Gross Weight iv) Net Weight v) Dimensions in mm vi) Brief description of item vii) BHEL Destination Code (refer purchase order) viii) Consignor.
- 3.2 All marking for safety, proper handling, storage, protection etc. are to be clearly marked on the case as per Indian Standard.
- 4. CONSIGNEE:
 - Unless otherwise mentioned, all goods shall be consigned as noted below:
- 4.1 Road: AGM, Central Receiving Section Block VII, BHEL. Despatches must be arranged through BHEL's approved transporters on door delivery basis, in case of ex-works delivery terms.
- 4.2 Post/Air parcel: AGM, Central Receiving Section Block VII BHEL, Bhopal 462 022.
- 4.3 Supplier not complying with instructions at (a) & (b) above shall do so at their risk and cost.
- 5. DOCUMENTATION:
 - The supplier shall forward four sets of the documents as details below: -
- 5.1 1st set to the concerned Purchase Officer, BHEL Bhopal- 462 022, comprising of following, as applicable:

5.1.1	GST Invoice	1 copy
5.1.2	Challan/Despatch Advice note	2 copies
5.1.3	Guarantee Certificate	2 copies
5.1.4	Test Certificate	2 copies
5.1.5	Photo copy of LR/RR	1 copy
5.1.6	MDCC	1 copy
5.1.7	Copy of E-way bill as applicable	1 copy

- 5.2 2nd set to AGM, Central Receiving Section, Block-VII, BHEL, Bhopal-462 022, comprising of: -
- 5.2.1 Original LR /RR (if not negotiated through Bank)

5.2.2	GST Invoice	2 copies
5.2.3	Challan/Despatch Advice note	2 copies

- 5.3 3rd set to DGM, Purchase Bills Section, 4th floor Administrative Building, BHEL Bhopal- 462 022, Comprising of:-
- 5.3.1Original Signed invoice2 copies5.3.2LR copy1 copy5.3.3Challan Copy1 copy
- 5.3.4 Free Issue Material Statement (FIMS)
 5.3.5 Scrap Retention Intimation Slip (SRIS)
 5.3.6 Scrap Return Note (SCRN)
 5.3.7 Copy of material issue gate pass
 1 copy (For POs on Labour / mixed basis)
 1 copy (For POs on Labour / mixed basis)
 1 copy (For POs on Labour / mixed basis)
- 5.3.8 E & C Certificate 1 Copy For erection / commissioning bill payments
- 5.3.9 Price Variation Clause (PVC) calculation sheet
 - in case PVC applicable 1 copy

Note: Vendor to issue tax invoices fully compliant with the GST invoice rules



BHEL, P.O. TERMS & CONDITIONS (INDIGENOUS)

5.4 4th set (Only in case of documents negotiated through Bank) to the bank separately for each P.O. comprising of:-

5.4.1 Original LR/RR

5.4.2Signed invoice2 copies5.4.3Test certificate1 copy5.4.4Guarantee Certificate1 copy

6. Tax paying document:

The original GST invoice indicating HSN/SAC CODES and drawn in favour of BHEL, Bhopal for each consignment shall accompany the transporters in case of road despatches and with R/R in case of rail despatches. In case of any other mode of despatch (such as Regd. Post Parcel/Air Parcel etc.) the same shall be forwarded to AGM, Central Receiving Section, Block-VII, BHEL, Bhopal-462 002 directly by registered post/hand delivery. The tax-paying document <u>must not be enclosed</u> inside the packing case. No GST shall be paid in the absence of the above document.

7. INDEMNITY:

Supplier shall indemnify BHEL against the following:

- 7.1 Any claim of Infringement of letters, patent or registered design by the use or sale of any article or materials supplied to BHEL and against all costs and damages, which may incur in any action for such infringement or for which BHEL become liable in any such action.
- 7.2 All claims for injury or damages caused by the supplier's negligence or negligence of supplier's employee or arising from any defect in the goods supplied or on the work carried out the supplier.
- 7.3 All claims for injury to the supplier's employees or agent's employees whilst on BHEL premise.

Any claim for material that has been rejected by BHEL and that has NOT been removed by supplier within 90 days of intimation regarding rejection.



Sl.No.	Description
1	General:
	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL. In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:
1.1	i. Amendments to Purchase Order/ Framework Agreement
	ii. Purchase Order/ Framework Agreement
	iii. Letter of intent (LOI)/ Letter of Award (LOA)
	iv. Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions v. Corrigenda to NIT, with those of later date having precedence over those of earlier date vi. Original NIT and annexures except documents listed in point no (vii) to (ix) below vii. Technical specifications including their annexures viii. Special Terms and condition of Enquiry (STC)
	ix. General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries Through eProcurement
	 Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app Offers in any other mode will not be accepted. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal
	https://eprocurebhel.co.in/.
2.1	 In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal.
	 5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity. 6. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for
	any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	Through tender room (Conventional tender)
2.2.1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.
2.2.2	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2 nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date. Bids submitted as single part bid against two — part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.
2.2.3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
2.2.4	Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the

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

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	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
2.3.8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
2.5.0	Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with
	BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration
2.3.9	portal (https://supplier.bhel.in/). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data
	furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender
	will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead
2.3.10	to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with
	Suppliers/Contractors available on https://www.bhel.com/sites/default/files/s uspension_guidelines_abridged.pdf
	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions,
	clarifications etc. to the tender will be hosted on BHEL website. (https://bhel.com/tenders) and additional in
2.3.11	https://eprocurebhel.co.in/nicgep/app for e-procurement tenders. Bidders responding to these tender should regularly
	visit website(s) to keep themselves updated.
	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting
	discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one
2.3.12	bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of
	lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision
	in such situations shall be final and binding.
	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by
2.3.13	the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding
2.3.13	of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1
	bidder is less than the quantity tendered for.
	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the
	part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the
2.3.14	tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u> Refer
	Guidelines for suspension of Business Dealings with Suppliers/Contractors available on
	https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-
2.4	commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not
2.4	participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be
	considered for ranking
	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease
2.5	the tender quantity in case where negotiation is being held.
3	Delivery Terms
3.1	Indigenous Purchase
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	Foreign Purchase — Imports
	1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.
	2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at
	Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers.
	3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) &
	Break-bulk Cargo at Mumbai (MPT - INBOM1).
	4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be
2 2 1	at Mumbai ACC (INBOM4).
3.2.1	5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.
	6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading.
	7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &
	shipping line port handling charges etc. to work out landed cost at Sea Port.
	8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for
	details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by
	the Bidder in his offer.

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	(Container Freight Station) yard and Indian agent of	ready to move the containers to consignee's nominated CFS shipping line should issue Cargo Arrival Notice (CAN) 7 days in
		I through a Certified Sea worthy vessel age not more than 15
	years. 9c The invoices being issued by shipping lines must be in Credit on GST from the vendor.	n the name of BHEL. Otherwise, BHEL will recover loss of Input
		destination charges and the same should appear over BL or shipment.
	If cargo is stuffed in container, then the same should any additional charges.	be allowed to be moved to CFS of importer's choice without
	10. For reasons of delay in receipt of documents from su	not be passed on to BHEL in any form of destination charges. ppliers or due to the same being found to be incomplete, and rse all penalties, detention and demurrages / wharfages, if any
	paid by BHEL (for stated reasons).	
	from the date of delivery at Port of Discharge / Place of	Bidder shall provide minimum 14 days' detention free period of Delivery (in case of ICD). Wherever the detention free period
3.2.2	offered is less than 14 days, the bids shall be loaded f	• • • • • • • • • • • • • • • • • • • •
	 Port Congestion charges or any additional charges clair shall be to the Bidder's account. 	med by the shipping line at Port of Discharge / Place of Delivery
4	Bidder's particulars & logistics information (Bidder to give	e details against each of the provisions)
	Name of the bidder's executive to deal with this tender /	/
4.1	project	
4.2	E-mail address of the contact person	
4.3	Telephone no. of the contact person	/
4.4	Name of location from where the goods shall be offered for inspection and dispatch	
5	Additional logistics information for Imports	
5.1	Bid currency	
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L	
5.3	Name of Airport in the country of dispatch for FCA delivery terms	
	Estimated number, type & size of containers for delivery	
5.4	of tendered quantity (applicable where the goods are to be sent in FCL)	
	No. of packages with cumulative gross weight and CBM	
5.5	volume (applicable for LCL & Break-bulk shipment)	
5.6	Approx. distance in km. from Bidder's works to Port of Loading	Sea port /Air port
6	Delivery Schedule & Completion date	
	 i. Instead of writing specific date against delivery offered, months to suit the delivery period indicated in the enq ii. Commencement of delivery period shall be reckoned fr 	
	iii. Bidder shall deliver the goods in the manner and sched iv. Goods shall be delivered within contractual period or a	ule agreed under the Purchase order.
6.1		r submission of such documents to be indicated and delivery is delivery schedule will be considered for processing delivery
	vi. BHEL reserves the right to cancel the order if material i	s not delivered within PO scheduled delivery.
	vii. Suitable action against defaulting vendor will be take	n as per Guidelines for suspension of Business Dealings with uidelines-suspension-business-dealings-supplierscontractors
	= ''	or AWB shall be taken as actual date of delivery where freight
6.2	until discharge port in India is in Seller's scope like CFR/CIF	·
		freight is in buyer's scope, date of material readiness /Test nay be considered as actual date of delivery (mutually agreed).

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6.3	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall
	be the contractual delivery completion date.
7	Transit Insurance
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
8.1	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	Penalty for Late Delivery
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery. Total undelivered order value above shall be item wise, lot wise order value of PO. Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply (Milestone delivery terms), the LD clause will be separately mentioned in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	Indian Agents and Agency commission
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.

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	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid
10.3	simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and
	the agent, bid received from the agent will be ignored.

If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.

11 Documentation:

11.1 Indigenous Purchase

Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. **Documents** can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/.Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.

- Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter),
- 2) Consignee copy of LR & 2 sets each of Packing list,
- 3) Test certificate, Guarantee / Warranty certificate,
- 4) O & M manuals (where applicable)
- 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
- 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate
- 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure

The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))

11.2 | Foreign Purchase — Imports

Seller shall send **1** set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser

- 1. Express / Original 'Clean on board' Bill of Lading / AWB.
- 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.
- 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.
- 4. One set of Original Test Certificates and O&M Manual where called for.

msair@bhel.in (In case of Air freight)

- 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.
- 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:

AGM (M.S)

Regional Operations Division BHEL

14th Floor Centre-1

World Trade Centre, Cuffe Parade

Mumbai 400 005 INDIA

Email: msseabpl@bhel.in (In case of Sea freight)

DGM (FIN- FP)

4th Floor, Administrative Bldg.

BHEL Bhopal - 462022 (India)

E-mail: fin_fp.bpl@bhel.in

And confirm forwarding details to AGM (CMM-FE), BHEL Bhopal at mmfe.bpl@bhel.in

7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.

Additionally, following requirements to be taken care of by the bidder during PO execution stage:

IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly

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11.3	mentioned on B/L or AWB. ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon. iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others. iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee. v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port. vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments. General 1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. 2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of
	supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation 3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details. 4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms /
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	Price Validity:
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above.

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	The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to
	use the same for payment of tax or any other amount. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	Taxes & Duties - Foreign Purchase — Imports
	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch
15.1	for the quoted CFR / CIF price.
16	Payment Terms-
16.1	Indigenous: 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
16.2	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.
	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting &
16.3	commissioning /supervision is desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances
16.4	purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be
	recovered at the time of remittance to the bidder.
16.5	Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	Inspection of Goods
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
17.2	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
17.3	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's
	works before clearing the items for despatch.
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
17.5	REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following:

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	a)	Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.			
		Or .			
	b)	Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.			
		Or			
	c)	In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL. Or			
	۵۱				
	d)	Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.			
		Or .			
	e)	Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease. Or			
	f)	In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.			
18	Guarar	ntee / Warranty and corresponding Repairs / Replacement of Goods /			
18.1	Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder. In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser. NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if				
	considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial				
		ons where deviations if any are accepted shall be as per clause No.19.			
19.1		tion and Loading Criteria:			
	The events technic Custon	aluation currency for this tender shall be INR. tion of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL 'w.r.t the cal scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, ns Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the f Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank			
19.1.1	holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.				
	Commi	on Loading factors (in case of deviation quoted by bidders) ENOUS			
19.1.2	1)	Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract.			

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separately in STC/ATC of particular tenders.

2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared



	IMPORTS
	1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine
	insurance & shipping line port handling charges etc. to work out landed cost at Sea Port.
	2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening.
	COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"
	A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC
	B. Loading for payment terms as per clause 16.1 of GTC
20	Variation of orders
20	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase
20.1	executive, BHEL Bhopal.
21	Sub-contract
21	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting
21.1	,
21.1	and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL.
22	However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted
22.1	against any amount payable to the consignor/supplier against bills.
	b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from
	supplier's bills.
23	Safety clause for purchase orders
	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test.
	Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable
	Inspection Agency for performing inspection.
23.1	The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are
	complied with respect to equipment's to be inspected.
	If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold
	inspection, till such time the desired safety requirements are met.
24	Non-Disclosure Agreement
	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other,
	prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical
	documents or other technical information received by one party, shall not without the consent of the other party, be used
	for any other purpose than that, for which they were provided. Such technical information shall not without the consent
24.1	of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns
	supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in
	no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right</u>
	to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any
	infringement of the provisions contained herein.
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's
	property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.
	These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned
	to BHEL within 90 days of issue of the same.
25	Settlement of Disputes & Arbitration
	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request
25.1	of the Bidder and the decision of the Purchaser shall be final.
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
23.2	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of
25.3	the Purchaser.
	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect
	of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or,
	the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in
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	any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute
25.4	or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the
	Contract.
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-
	enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration
1	proceedings under this clause. The seat of arbitration shall be Bhopal.

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

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(NIT) deviation shall not be accepted



28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser
28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) –
29	All benefits as per Government of India guidelines shall be given to eligible bidders. MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. Note: MSME benefits shall not be given to traders, Dealers or authorised agents. It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail. As per the OM No. F. No. 1(2)(1)/2016-MA dtd. 09.02.2017issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver
29.1	manufactured by themselves. MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s). In case of indivisible tender, the full quantity shall be awarded to L1.
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to

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be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. In case if all the items being procured under the enquiry fall under category of reserved items as defined in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened. Integrity Pact (IP) — Independent external monitors (IEM) 30 For tenders in which integrity pact is applicable, following points stand valid: 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 20.1 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. Name: -----Address: -----As indicated in NIT / enquiry E-mail: -----Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender. NOTE: No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender, please contact: (2) 30.2 Name Landline No. Mobile No. **Email** Dept. **Address** Fraud Prevention Policy: The Bidder along with its associate/collaborators/sub-contractors/sub-bidders/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and 31 shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage 32 the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Integrity commitment, performance of the contract and punitive action thereof: **Commitment by BHEL:** 32.1 BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity. 32.2 Commitment by bidder / Supplier / Contractor :

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32.2.1	 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
32.2.3	Preventive checks to eliminate suspected cartel formation between suppliers The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines Declaration by Bidders We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No 1.0
	Public Procurement (Preference to Make in India), Order 2017 For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and
33	
33	subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.
	For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.
34	For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
	For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender. RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines
34	For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender. RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines 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

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- 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.

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

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

Explanation -

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

34.6

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Model certificate for Tenders

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

Conflict of Interest:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the

detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be

considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or

- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; orc) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to

information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the

disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/

Assemblies from. one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two

manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal; or

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	g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.
	Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. " Breach of contract, Remedies and Termination In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with
36	BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
37	Option clause: The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Note:

- 1.0 Tender Specific conditions shall override relevant provisions of this GTC2.0 In the event of any change as notified by Govt. of India same will supersede the relevant GTC clause.

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TECHNICAL PRE-QUALIFICATION REQUIREMENT

DEPARTMENT: HGE

DOC. NO. : HGG-2218 **DATE:** 24.04.2025

REV NO: 01

TECHNICAL PRE-QUALIFICATION REQUIREMENT (TPQR) FOR PROCUREMENT OF PARTIAL DISCHARGE MONITORING SYSTEM FOR HYDRO GENERATOR

SL.	DESCRIPTION OF TPQR	SUPPLIER RESPONSE		
NO.		COMPLIANCE (YES / NO)	SUPPORTING DOCUMENTS REQUIRED TO ACCEPT COMPLIANCE	
1	Only original manufacturers and their channel partners will qualify. Distributors/agents/ Traders etc. will not be considered.		Certificate of being Original manufacturer	
2	The company should have adequate manufacturing facility for supply this item		List of manufacturing facilities at vendors work along with manufacturer Catalogue to be provided	
3	Production Capacity		Supplier should declare yearly production capacity against this item.	
4	Supplier shall have at least 1 PO in last 7 years from the enquiry date for Hydro Generator		Copy of PO, invoice & test reports	
5	Performance Certificate for successful operation of supplied items		Performance/ commissioning Certificate for successful operation of supplied items	
6	The company should have adequate in-house testing facilities to conduct required tests.		List of Test facilities at Vendors Work	
7	Company to be ISO-9001 or equivalent international standard certified.		Valid ISO-9001 or equivalent international standard certificate.	
8	Confirmation for non- Blacklisting from GOI or any other agencies etc.		Necessary self-confirmation to be submitted.	
9	Confirmation details regarding Non-Bank Corrupt, Insolvencies etc.		Necessary self-confirmation to be submitted.	
10	Supplier shall have minimum of 5 years of experience in hydro Projects.		List of projects where supplier have supplied similar item.	

Note:

- i) Compliance to above technical pre-qualification requirements is mandatory. In absence of compliance of above requirements vendor's offer is liable to be rejected.
- ii) BHEL reserves the right to verify the information/confirmation furnished by the vendor. In case the information submitted is found false or incorrect, the offer will be rejected and the vendor is liable to be blacklisted.

	Name	Signature	Date
Prepared By	SBS	Boaht	25.04.2028
Checked & Approved By	PKV	Derme	25.4.2025

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SPECIFICATION FOR CONTINUOUS ON LINE PARTIAL DISCHARGE MONITORING SYSTEM

This specification has TWO Sections.

SECTION – 1: Contains the technical specification of "CONTINUOUS ON LINE

P. D. MONITORING SYSTEM" and requirement of technical documentation

along with quotation.

SECTION - 2 : Contains project details with project specific requirements of quantity

of P. D. Couplers per set.

SECTION – 1

1.0 INTRODUCTION

Partial discharges (corona or small sparks) are symptoms of thermally, electrically or mechanically induced deterioration of stator winding insulation of hydrogenerators/motors due to prolonged operation at high temperatures, mechanical & electrical stresses, pollution and high voltage surges during operation.

This specification covers "Continuous on-line partial discharge monitoring system" specifically designed to measure partial discharges in the high voltage stator winding of hydro generator/motor. Partial discharge monitoring equipment shall be suitable for acquisition of data i.e. quantity, magnitude, polarity & phase angle of the partial discharges and for their analysis, display & diagnostic.

The analyzer must be panel mounted type, modular, micro processor based state of the art equipment with digital display monitor /controller /work station, with latest software to interpret the PD results.

The equipment shall be of self diagnostic and resistant to false indications and shall be able to effectively separate the real PD activity from noise. It shall record the data in digital form. The analyzer should automatically suspend measurement when the machine is not in service.

2.0 SPECIFICATION

Partial discharge monitoring equipment required for hydrogenerators/motors (Details of which are furnished in Section–2) shall be complete with partial discharge couplers, partial discharge analyzer and other associated accessories complete with insulation & installation kit as per specification given below:

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		गाइडलाइंस के अनुसार स	ांशोधित ।			
				तैयारकर्ता	अनुमोदनकर्ता	जारी करने की दिनांक
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2.1 PARTIAL DISCHARGE COUPLERS

Partial discharge couplers shall be of capacitance type of proven design and shall meet the following requirements:

- Capable of operating up to class 'F' temperature limits.
- Couplers shall have resistance to electrical tracking.
- HV lead between coupler and generator bus ring (shall be as short as possible and shall be of low inductance and adequate ground) must be supplied with each coupler to ensure low inductance.
- Coupler shall allow for proper interpretation of PD activity within the generator and the corresponding recommendations.

2.2 MOUNTING AND INSULATION KIT

Complete with all hardware, coaxial cables for HT & LT connections and other components necessary to establish & insulate the high voltage connections with the stator winding, as well as the signal connections from couplers to termination box. Each signal cable shall be terminated in a shield grounding assembly at the coupler end & termination box end to reduce partial discharge losses and also to prevent pick-up of external discharges/disturbances, so as to improve over all response of partial discharge analyzer.

2.3 PDA TERMINATION BOX

Weather proof termination box as per NEMA Standard, Class-4, provided with protection circuitry to prevent build up of hazardous voltage levels on any part of the box at any time and suitable for termination of LT connection from PD couplers along with necessary hardware for cable termination and mounting of termination box on concrete wall.

2.4 PARTIAL DISCHARGE ANALYZER

Flush Panel Mounted Partial Discharge Analyzer shall be PC compatible with built in tester and shall have provision for connecting to all the PD couplers of one generator for measurement of PD activity along with necessary cables for connections from Analyzer to termination box. P. D. Analyser shall be suitable for Continuous On Line measurement of Partial Discharges and with technical specification as detailed below:

- No. of PD coupler As specified at Section 2
- Must cover 360° phase window with suitable resolution.
- Communication protocol suitable for connection to computer.
- 2 nos. Electrical Alarm Contacts for high/low PD.
- 4 to 20mA signal for data transmission to central Control Room.
- Should be able to store data for five years or more.
- Shall be capable of providing predictive on Line Alarm and protection from PD induced insulation deterioration resulting from voids, cracks and/or surface tracking corona activity.

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2.5 PARTIAL DISCHARGE ANALYSIS SOFTWARES

Latest version of Microsoft window based PD SOFTWARE for diagnosis & analysis of P.D. data and PREDICTIVE MAINTENANCE SOFTWARE shall be supplied with P. D. Monitor for complete data acquisition, controlling & analyzing of partial discharge activities. The software supplied shall be suitable for WINDOW'S latest configuration operating system and will be installed on computer works station of power house.

The software should be proven, state of art and user friendly. The software should provide graphical displays and should have necessary diagnostic features to generate statistical and diagnostic reports.

Free update of diagnostic software for five year from date of supply.

2.6 SYSTEM INTEGRATION, NETWORKING HARDWARES, CABLES ETC.

The system shall be designed for seamless integration.

Plant SCADA system is placed in central control room at the power house. It shall be possible to communicate with SCADA over serial RS 232 PORT with MOD BUS RTU/slave protocol. All networking hardware and data cables between SCADA/Work station and P.D. analyzer of units shall be in supplier's scope. Scheme shall be so designed that all P.D. analyzer units of power house shall be connected to SCADA. Also 4-20 mA signals, alarm & trip signals shall be made available to SCADA.

2.7 PORTABLE COMPUTER & COLOUR PRINTER

Latest version of Portable Computer (Lap Top) and Color Printer of reputed make shall be compatible for use with Partial Discharge Analyser for data acquisition, storage, analysis & display of partial discharge activities.

2.8 POWER SUPPLY

Partial Discharge Analyzer covered in this specification shall be suitable for 90~270 Volt, 47.5~63 Hz, Single Phase AC supply and provided with necessary protection for input voltage surges.

2.9 WORKING ENVIRONMENT

Partial Discharge Analyzer covered in this specification shall be capable of operating trouble free at an ambient temperature range of 0° to 50° C (Max.), 98.8% relative humidity, noise level of 90 dB and vibration level of approx. 100 microns (at 100 Hz), Temperature in the vicinity of PD couplers will be approx. 130° C (max. absolute). All equipments should be suitable for power house elevation indicated in section-2 of spec.

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3.0 SCOPE OF SUPPLY

The supplier shall design, manufacture, inspect, test & supply a proven partial discharge analysis (PDA) system for continuous on-line monitoring of the condition of stator winding insulation without an interruption in the operation of the machine. The PDA system supplied & installed shall not in any way compromise the integrity and safety of the machine. The system shall be complete in all respect covering the following major items. Any other item which is not specifically stated, but essentially required for installation & trouble free operation of the system shall also deemed to have been included in the supplier's scope without any additional cost to purchaser.

3.1 FOR EACH GENERATOR

- **3.1.1 ONE SET -** Partial Discharge Coupler package (Quantity as specified at Section 2) as specified in clause 2.1, 2.2, & 2.3 above with appropriate length of HT & LT cables per coupler, termination box, connectors for termination of cables and insulating materials for insulation of HT joints, etc. along with complete test result for each PD coupler issued by an accredited laboratory as per ASTM D-1868.
- **3.1.2 ONE SET** Flush Panel Mounted Partial Discharge Analyzer as specified in Clause 2.4 above.
- 3.2 COMMON FOR ALL GENERATOR (Total One Set)
- **3.2.1 ONE SET** Latest version of Microsoft window based PD SOFTWARE for diagnosis & analysis of P.D. data and PREDICTIVE MAINTENANCE SOFTWARE as specified in Clause 2.5 above.
- **3.2.2 ONE SET** Portable Computer (Lap Top) with Colour Printer as specified in clause 2.7 above and loaded with P.D. Software specified at clause 2.5.
- **3.2.3 ONE SET** Networking hardwares, cables and other networking accessories like cable conduits, junction boxes etc. for networking of plant SCADA & work station with all PD monitors.
- 3.3 INSTALLATION & COMMISSIONING OF PD EQUIPMENT
 - Lumpsum Supervision for Installation & Commissioning, calibration & testing of complete lot of PD equipment covered under scope of supply for each generator.
 - Preparation and submission of test report on PD equipment for each generator.
 - Supervision of installation & supervision of commissioning charges may be kept.

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• Preparation of "as-built" drawings indicating total installation of PDA system with location of PD couplers, method of fastening PD couplers, and their electrical connections for one machine.

• Training at site for customer's engineers on the fundamentals of the PDA system (installed) and the use of PDA instrumentation package & softwares with suitable recommendations of PDA test procedures, data/result interpretation, PDA test file management, etc. for implementation by end user for first set only.

4.0 TESTING/QAP

The equipment shall be extensively tested for functional operation, calibration of couplers and reliability before dispatch.

5.0 INSPECTION

The inspection requirements as mentioned in enquiry.

If inspection is required in enquiry. The equipment shall be inspected & tested at supplier's works in the presence of BHEL/Third party/Customer prior to dispatch. Supplier shall notify the readiness of equipment for inspection & dispatch at least 45 days in advance for deputation of inspection team to supplier's works along with internal test reports. All charges regarding travel, lodging & boarding for BHEL or Customer shall be borne by respective agency.

6.0 PACKING AND FORWARDING

The complete equipment shall be suitably packed for **sea worthy packing** and safe transport. Packing of the equipment shall also be suitable for dead storage of equipment for five years.

7.0 DOCUMENTATION:

7.1 With offer.(Two copies each)

- (a) Descriptive details/leaflet of each item.
- **(b)** GA drawing of equipment and Interconnection / wiring diagram of system.
- (c) Mounting details like weight, panel cutout etc.
- (d) Packing specification.
- (e) Quality assurance plan, model packing list and final test report format.

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7.2 During detail design stage before taking up manufacturing for BHEL approval:

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प्रपत्रा पर दी गई जानकारी भारत हेवी इलेक्टिकल्स लिमिटेड की संम्पत्ति है इसे प्रत्यक्ष या अप्रत्यक्ष रूप को नुकसान पहुँचाने के लिए कदापि उपयोग नही किया जावे ।

गोपनीय एवं अधिकार सुरक्षित इस

- MQAP & FQP

- Schematic and GA drawings
- Bill of quantities
- Data sheets of major items
- Profarma packing list
- Draft copy of O & M manual

7.3 Alongwith supply of main equipment :

- (a) Documents shall be supplied as per Annexure-CL
- **8.0 Guarantee** As per Annexure-CL.

9.0 Liquidated damage

A penalty shall be applicable for late delivery of equipment. Condition and rate of penalty shall be as specified on the enquiry.



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SECTION – 2

SPECIFICATION FOR CONTINUOUS ON LINE PARTIAL DISCHARGE **MONITORING SYSTEM**

1.0 GENERATOR TECHNICAL DATA:

RAHUGHAT HEP, M/s RGHPL, NEPAL 1.1 Project, Customer, location

Elevation of Power house : EL 872.55 (GEN FLOOR) 1.2

1.3 Rating 2X20MW, 11KV, 50HZ, 0.85PF, 375RPM

02 No. of parallel path per phase:

F 1.5 Insulation Class

: 23kV AC (RMS) for 60 Seconds at 50 Hz 1.6 Winding Test Voltage

: 01 no. per parallel path per phase, Total 06 nos. line 1.7 No. of terminals

terminals and 06 nos. neutral terminals brought

outside stator frame

1.8 Insulation Class 'F'

1.9 Generator Capacitance per phase: 0.19 micro farad per phase

1.10 No. of P. D. Couplers

02 no. per phase and 06 no. per gen. per phase per parallel path

1.11 Working spares : -

(Common for all units)



ENGINEERING TECHNICAL DOCUMENT SHEET RAHUGHAT HEP, RGHPL, NEPAL

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TECHINICAL SPECIFICATION FOR CONTINUOUS OF ONLINE PARTIAL DISCHARGE MONITORING SYSTEM



RAGHUGANGA HYDROPOWER LIMITED (RGHPL)

RAHUGHAT HYDROELECTRIC PROJECT (2x20 MW, 11 KV, 0.85pf, 50 Hz., 375 RPM), MYAGDI NEPAL

SPECIFICATION OF CONTINUOUS ONLINE PARTIAL DISCHARGE MONITORING SYSTEM



BHARAT HEAVY ELECTRICALS LIMITED BHOPAL – 462022

	PREPARED BY:	CHECKED BY:	APPROVED BY:	
NAME	SATISH	P K VERMA	A DIXIT	ELECTRICAL & MECHANICAL
SIGN	Behand	(A)	3~~	WORKS
DATE	10.10.2020	10.10.2020	10.10.2020	
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RAHUGHAT HEP, RGHPL, NEPAL

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PAGE 2 OF 5		

TECHINICAL SPECIFICATION FOR CONTINUOUS OF ONLINE PARTIAL DISCHARGE MONITORING SYSTEM

This specification has TWO Sections.

SECTION - 1 : Contains the technical specification of "CONTINUOUS ON LINE

P. D. MONITORING SYSTEM" and requirement of technical documentation.

SECTION - 2 : Contains project details with project specific requirements of quantity

of P. D. Couplers per set.

SECTION - 1

1.0 INTRODUCTION

Partial discharges (corona or small sparks) are symptoms of thermally, electrically or mechanically induced deterioration of stator winding insulation of hydro generator due to prolonged operation at high temperatures, mechanical & electrical stresses, pollution and high voltage surges during operation.

This specification covers "Continuous on-line partial discharge monitoring system" specifically designed to measure partial discharges in the high voltage stator winding of hydro generator. Partial discharge monitoring equipment shall be suitable for acquisition of data i.e. quantity, magnitude, polarity & phase angle of the partial discharges and for their analysis, display & diagnostic.

2.0 SPECIFICATION

Partial discharge monitoring equipment required for hydrogenerators (Details of which are furnished in Section–2) shall be complete with partial discharge couplers, partial discharge analyzer and other associated accessories complete with insulation & installation kit as per specification given below:

2.1 PARTIAL DISCHARGE COUPLERS

Partial discharge couplers shall be of capacitance type of proven design and shall meet the following requirements:

- Capable of operating up to class 'F' temperature limits.
- Couplers shall have resistance to electrical tracking.
- HV lead between coupler and generator bus ring/ terminal (shall be as short as possible and shall be
 of low inductance and adequate ground) must be supplied with each coupler to ensure low
 inductance.
- Coupler shall allow for proper interpretation of PD activity within the generator and the corresponding recommendations.

IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED



RAHUGHAT HEP, RGHPL, NEPAL

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TECHINICAL SPECIFICATION FOR CONTINUOUS OF ONLINE PARTIAL DISCHARGE MONITORING SYSTEM

2.2 MOUNTING AND INSULATION KIT

Complete with all hardware, coaxial cables for HT & LT connections and other components necessary to establish & insulate the high voltage connections with the stator winding, as well as the signal connections from couplers to termination box. Each signal cable shall be terminated in a shield grounding assembly at the coupler end & termination box end to reduce partial discharge losses and also to prevent pick-up of external discharges/disturbances, so as to improve overall response of partial discharge analyzer.

2.3 PDA TERMINATION BOX

Weather proof termination box as per NEMA Standard, Class-4, provided with protection circuitry to prevent build up of hazardous voltage levels on any part of the box at any time and suitable for termination of LT connection from PD couplers along with necessary hardware for cable termination and mounting of termination box.

2.4 PARTIAL DISCHARGE ANALYZER

Partial Discharge Analyzer shall be PC compatible with built in tester and shall have provision for connecting to all the PD couplers of one generator for measurement of PD activity along with necessary cables for connections from Analyzer to termination box. P. D. Analyser shall be suitable for Continuous On Line measurement of Partial Discharges and & shall meet technical specification as mentioned in section-2.

- No. of PD coupler As specified at Section 2
- Must cover 360degree phase window with suitable resolution.
- Communication protocol suitable for connection to SCADA & Engineering Work Station.
- 2 nos. Electrical Alarm Contacts

2.5 POWER SUPPLY

Partial Discharge Analyzer covered in this specification shall be suitable for 230 ±10% Volt,

 $50 \pm 5\%$ Hz, Single Phase AC supply and provided with necessary protection for input voltage surges.

2.6 WORKING ENVIRONMENT

Partial Discharge Analyzer covered in this specification shall be capable of operating trouble free at an ambient temperature range of 0° to 50° C (Max.), 95% relative humidity, noise level of 90 dB and vibration level of approx. 100 microns (at 100 Hz), Temperature in the vicinity of PD couplers will be approx. 130° C (max. absolute). All equipments should be suitable for power house elevation indicated in section-2 of spec.



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TECHINICAL SPECIFICATION FOR CONTINUOUS OF ONLINE PARTIAL DISCHARGE MONITORING SYSTEM

2.7 PARTIAL DISCHARGE ANALYSIS SOFTWARES

Latest version of Microsoft window based PD SOFTWARE for diagnosis & analysis of P.D. data and PREDICTIVE MAINTENANCE SOFTWARE shall be supplied with P. D. Monitor for complete data acquisition, controlling & analyzing of partial discharge activities. The software supplied shall be suitable for WINDOW'S latest configuration operating system and will be installed on engineering works station of power house.

The software shall be proven, state of art and user friendly. The software should provide graphical displays and should have necessary diagnostic features to generate statistical and diagnostic reports.

All PD units of power plant will be networked with plant SCADA and Engineering Work Station. The Engineering Work Station (PD) will be used for trending and analysis of PD data

3.1 FOR EACH GENERATOR

- **3.1.1 ONE SET -** Partial Discharge Coupler package (Quantity as specified at Section 2) as specified in clause 2.1, 2.2, & 2.3 above with appropriate length of HT & LT cables per coupler, termination box, connectors for termination of cables and insulating materials for insulation of HT joints.
- **3.1.2 ONE SET** Partial Discharge Analyzer as specified in Clause 2.4 above.
- 3.2 COMMON FOR ALL GENERATOR (Total One Set):
- **3.2.1 ONE SET** Latest version of Microsoft window based PD SOFTWARE for diagnosis & analysis of P.D. data and PREDICTIVE MAINTENANCE SOFTWARE as specified in Clause 2.7 above.
- **3.2.2 ONE SET** Networking hardwares, cables and other networking accessories like cable conduits, junction boxes etc. for networking of plant SCADA & engineering work station with all PD monitors.
- 3.2.3 WORKSTATION / SERVER GRADE COMPUTER (common for both units) -

Workstation (common for all units) compatible with latest operating system of supplied computer/laptop shall be provided for storage, retrieval & diagnostic of PD data of all units.





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TECHINICAL SPECIFICATION FOR CONTINUOUS OF ONLINE PARTIAL DISCHARGE MONITORING SYSTEM

SECTION – 2

SPECIFICATION FOR CONTINUOUS ON LINE PARTIAL DISCHARGE MONITORING SYSTEM

1.0 GENERATOR TECHNICAL DATA:

1.1 Project, Customer, location: RAHUGHAT HEP, M/s RGHPL, NEPAL

1.2 Elevation of Power house : EL 872.55 (GEN FLOOR)

1.3 Rating : 2X20MW, 11KV, 50HZ, 0.85PF, 375RPM

1.4 No. of parallel path per phase : 02

1.5 Insulation Class : F

1.6 Winding Test Voltage : 23kV AC (RMS) for 60 Seconds at 50 Hz

1.7 No. of terminals : 01 no. per parallel path per phase, Total 06 nos. line

terminals and 06 nos. neutral terminals brought

outside stator frame

1.8 Insulation Class : 'F'

1.9 Input Power Supply: 240V±10%, 50Hz ±5%, single phase AC

1.10 Generator Capacitance per phase: 0.19micro farad per phase

1.11 No. of P. D. Couplers per phase: 02 no. per phase.

1.12 No. of P. D. Couplers per generator : 06 no. per gen.

1.13 Distance of central control room from the machine: 100meter

no. 1 200 00 208 53 titled "STATION LAYOUT PLAN AT EL. 872.55M, and drawing

no. 1 200 00 208 54 titled "MACHINE HALL FLOOR AT EL. 878.00M.

1.14 Schematic diagram of partial Discharge monitoring system shall be as per Generator

Auxiliary connection diagram no. 32500008701 sheet 26.

1.15 Engineering work station is common for all machines of power plant.

Raghuganga Hydropower Limited

Myagdi, Nepal

Bid Documents: Volume 3- Employer's Requirement
Rahughat Hydroelectric Project Section 3.5 - Particular Technical Specifications: Electrical works
Chapter 1: Alternating Current Generator

ANNEXURE-A

1.6.4 Partial Discharge Analyzer (PDA)

The contractor shall furnish partial discharge analyzer as per requirement of relevant standards/ codes/ practices. Details of points monitored, number and type of sensors provided shall furnished with the bid. The contractor shall provide a complete installation, test operation guide with the PDA for operating personnel.









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ANNEXURE-S

Project:- 2 X 20 MW RAHUGHAT HEP, RGHPL, NEPAL Continuous Online PARTIAL DISCHARGE Monitoring System INSTRUCTIONS TO SUPPLIER

PI NO. 240350899

- 1. Offer should include a write up on Partial Discharge Monitoring analysis technique by offered system.
- 2. This enquiry is for complete Continuous Online Partial Discharge Monitoring system for 2 Hydrogenerators. The specification covers basic minimum guidelines; however, any items not specifically mentioned in specification but required for successful operation of the system will be in scope of supplies without any additional cost to BHEL.
- 3. Offers having foreign principle & Indian service partner should furnish copy of MOU agreement valid for at least 5 years beyond enquiry date.
- 4. All warranties for supplies as well as service shall be on site only without any cost to BHEL / end user.
- 5. Foreign principles to confirm availability of sufficient spare parts with their local partners to ensure quick response to customers.
- 6. Document approval by BHEL before manufacturing is mandatory.
- 7. BHEL/Third party inspection, also TC (Test Certificate) approval by Customer/BHEL End before dispatch is mandatory.
- 8. For supervision of installation, please consider 01 visit of 7 days for each generator & quote lumpsum cost per generator.
- 9. For commissioning, please consider separate cost & 01 visit of 3 days for each generator & quote lumpsum cost per generator.
- 10. The supervision charges shall be firm during warranty period. Escalation in supervision charges shall be considered as per index of labour bureau after expiry of warranty period, if applicable.
- 11. Packing: Material to be packed in unitwise boxes & other common boxes. The packing is to be sea worthy & suitable for safe storage for 5 years after
- 12. At least one software update shall be provided free of cost within 5 years, if applicable.
- 13. Other reference documents:-
 - Power house cross-section drawing no 1 200 00 20851 REV05.
 - b. Power house layout at 873 M elevation drawing no. 1 200 00 20853 REV06.
 - c. Power house layout at 878 M elevation drawing no. 1 200 00 20854 REV06.

Prepared by

SONU BAGHEL SAXENA

Manager/HGE

Checked & approved by

P.K. VERMA

DGM/HGE

ANNEXURE-D

REMARKS FOR PI NO 240350899

PROJECT – 2X20 MW, RAHUGHAT HEP, NEPAL

CUSTOMER - M/s RGHPL

ITEM – PARTIAL DISCHARGE MONITORING SYSTEM

INDENT NO - 240350899

ITEM: CONTINUOUS ONLINE PARTIAL DISCHARGE MONITORING SYSTEM

- ALL THE ITEMS ARE TO BE ORDERED ON SINGLE VENDOR IN VIEW OF FUNCTIONAL, TECHNICAL & INTERCHANGABILITY REQUIREMENT.
- 2. FOR DECIDING L1 VENDOR, PRICE OFFERS ARE TO BE EVALUATED ON BASIS OF COMBINED VALUE OF ALL ITEMS. INDIVIDUAL ITEM VALUE SHALL NOT BE COMPARED.
- 3. THE FIRST SUBMISSION OF DRAWING /QAP WILL BE WITHIN 1 MONTH FROM P.O. DATE & SUBSEQUENT RE-SUBMISSION WILL BE WITHIN 7 DAYS FROM THE DATE OF COMMENTS RECEIVED ON SUBMITTED DOCUMENTS.
- 4. KINDLY PROCESS THE ENQUIRY UPTO TECHNICAL SCRUTINY. PRICE BID TO BE OPENED AFTER GETTING VENDORS' APPROVAL FROM CUSTOMER, ON THE BASIS CREDENTIALS RECEIVED FROM VENDORS.

Prepared by

Sonu Baghel Saxena Manager/HGE Checked & Approved by

P K Verma DGM/HGE

ANNEXURE-P

Project:- 2 X 20 MW RAHUGHAT HEP, RGHPL, NEPAL PENALTY CLAUSE FOR CONTINUOUS ONLINE PARTIAL DISCHARGE MONITORING SYSTEM

PI NO.- 240350899

1. Penalty clause for It-1, 2 & 3.

A penalty of 0.5% of P.O. value shall be imposed or levied on each week or part their off for delay in supplies from P.O. delivery subject to max. 10% of P.O. value for It-1, 2 & 3.

2. Penalty clause for It-4,5 & 6.

The completion dates mentioned in the indent for these services are tentative and the actual dates depend upon the site readiness.

Accordingly, penalty as mentioned in S. No. 1 will be applicable for It-4, 5 & 6 as follows:

- a) It-4 Supervision of Installation: After 2 months from sending call for supervision after material verification at site.
- b) It-5 Supervision of Commissioning : After 1 month from sending call for commissioning at site
- c) It-6 Training at site: After 1 month from sending call for training at site
- d) Item 04, 05 and 06 shall be treated separately as item and as unit wise for payment and penalty calculation purpose.

Prepared by

SONU BAGHEL SAXENA

Manager/HGE

Checked & Approved by

P.K.VERMA DGM/HGE

ANNEXURE -CL (REV. 07)

DT. 25.10.13

CHECK LIST FOR SUPPLIERS

(P.I. NO. DAN350899.....

SUPPLIER'S NAME:

BHEL Enquiry No.

Vendor's Offer No.

<u>IMPORTANT</u>:-It is mandatory for suppliers to complete this check list and enclose with the offer. Offer without completed check list will be REJECTED.

S. N.	REQUIREMENTS	Supplier's Comments VES/NO/ACCEPT NOTED DEVIATION NOT APPLICABLE
01	Meeting clause-by-clause requirement of technical requirements of QP, drawings, specification, standards and annexures.	
02	Furnished own QSP/QA Plan (where BHEL QSP/QA Plan is not given). - QP shall be submitted with offer during enquiry. - Customer/BHEL/third party shall witness as per approved QP. - Vendor shall start their activity only after receipt of approved QP and delivery will be changed accordingly by BHEL if QP approval delayed.	
03	To furnish internal Test Reports/Results/TCs with inspection call with a notice of atleast 30 days.	
04	Enclose drgs / leaflets / technical literature / catalogues of own and sub vendors etc. with the offer.	
05	To submit test samples, if called, in the enquiry for testing & evaluation.	
06	Accept the Guarantee clause for reliable & trouble free operation for 24 months from commissioning or 48 months from supply whichever is earlier & to replace defective Parts/equipments/material free of cost within the guaranteed period.	
07	Quoted for Lumsum Supervision of Installation & Commissioning on per set basis inclusive of all charges (No extra charges whatsoever will be accepted), if called in the Indent/Enquiry.	3
08	Accept the LD clause for delay in delivery as called in enquiry.	
09	Accept the Penalty clause for deficiencies in material/equipment performance parameters', if called, in enquiry.	
10	Quoted itemized prices for each items/Assy./Sub-Assy./Component /Material etc.	
11	Offers of vendors whose past performance is not satisfactory on account of performance of the equipment, not meeting the PO / contractual requirement, guarantees, after sales & services, spares etc. may be rejected. & liable for deletion from BHEL PMD.	
12	Priced offers of vendors who meet delivery requirements will only be opened in case of Two Part Bids , where delivery is of essence &.critical as specified on the indent/enquiry.	
5	To furnish Packing List to AGM (HGE) BHEL, BHOPAL prior to shipment for each Item/ Assy. giving DU No., Drg. No., Item No., Description, Quantity,	
13	Weight Box No., Box Size, Gross & Net weight of Packing Box. Items of insulation/Electrical items/ Motors/Equipment shall be packed in water proof Box.	ı
14	All drawings shall be on latest AutoCAD version. Format for these documents shall be collected by supplier from BHEL after placement of order.	



(Page 1 of 2)

DT. 25.10.13

SUPPLIER'S NAME:

BHEL Enquiry No.

Vendor's Offer No.

IMPORTANT:-It is mandatory for suppliers to complete this check list and enclose with the offer. Offer without completed check list will be REJECTED.

S. N.	REQUIREMENTS	Supplier's Comments VES/NO/ACCEPT NOTED DEVIATION NOT APPLICABLE
15	 To submit the following documents in Bound Hard copies and Soft copies on CD compatible with latest PCs directly to "AGM (HGE), HYDRO GENERATOR ENGG. DIVISION, BHEL, BLOCK-1, ANNEXE-2ND FLOOR, EASTERN WING, BHOPAL-462022 (MP)" Installation, Operation & Maintenance Manuals including drawings -1 Hard copies. Test Certificates of Performance Tests 2 nos. Hard copies. Test Certificates of Supplier's Sub-Vendors scope of work / equipment 2 nos. Hard copies. Packing List 2 nos. Hard copies. Guarantee Certificate2 nos. Hard copies. All the above soft copies shall be available in one CD and submit four nos CDs. 	
16	Rejection : - Material is liable for rejection in part or full of the supplies, which could not be tested due to random sample testing plan and are found to be defective or contains latent / hidden defects which are noticed at the time of assembly / processing / or during operation of the equipment or the machine.	
17	P.O. will be placed only on the vendors who are approved by BHEL/ customer.	
18	Purchase order may be short closed at the discretion of BHEL.	
19	Repeat order for additional quantity up to 300% may be placed on the vendor, within three years of P.O. under the same terms & conditions.	
20	Vendors have to submit offer against the enquiry or regret letter with reasons. No response against the enquiry will be considered as vendor being non-responsive and will be deleted from BHEL PMD.	
21	Site Address.	

Any deviation (on better side) shall be clearly brought out in the offer. If necessary, use additional sheets.

(Supplier's Sign & Seal)

REV. 04	REV. 05	REV. 06	REV. 07	
Dt.: 16. 06. 08	Dt.: 25. 12. 2010	Dt.: 19. 11. 2011	Dt.: 22.10.13	
Revised.	Revised.	Updated.	Cl.6 & 15 updated & Cl.21 added.	

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