

Instructions to bidders and Terms and conditions for purchase of Enameled & Glass Fabric Backed Mica Paper Taped Covered Copper Wire on finished basis under enquiry No. E-7023063.

The supplies against this framework agreement enquiry shall be subjected to our general terms and conditions of the enquiry (GTC)/P.O. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general terms & conditions and the conditions included in this annexure, the latter shall prevail.

1. **General:** - Material will be supplied on finished basis where no material will be free issued from BHEL against this RC/PO. Suppliers shall quote only **fabrication cost in Rs / kg** (inclusive of tooling, packing, forwarding and Freight and insurance etc.) on FOR destination basis on e-procurement portal. Enameled & Polyester Film Backed Mica Paper Taped Covered Copper Wire to be supplied in accordance with the size, technical requirements as per individual purchase order (PO) placed under the Framework agreement. Procurement will be carried out progressively as per BHEL's requirement under the framework agreement valid for two year after its finalization with an option to extend RC/short close the framework agreement within the validity of the FA/RC.
2. **a) FA Quantity & Technical Parameters :-**

Our total estimated requirement is as follows which shall be purchased progressively as per our requirement under the framework agreement.

Item	Description	Quantity (In Kg)
1	7 X 2 MM (BARE) ENAMELED AND GLASS FABRIC BACKED MICA PAPER TAPED RECTANGULAR COPPER WINDING WIRE TO IN.SK 46105 REV.00 . (EDS - 50988). THE MATERIAL TO BE SUPPLIED IN NONRETURNABLE WOODEN / RETURNABLE PLASTIC DRUMS	16345 ± 10%

Quantity given is only an estimated requirement. Since the quantity requirement has been arrived on the basis of present and anticipated orders, any change in order situation like any project slow/hold, then BHEL has the right to reduce/drop quantity/RC termination. However, if RC quantity exhausted during period of RC, then upto +10% of additional quantity can be ordered.

Size of copper wire shall be mentioned in individual purchase order. Test Certificates as per annexure, purchase specification must accompany each lot. Final inspection for acceptance shall be at BHEL, Bhopal. BHEL may also conduct process audit or surveillance checks at the works, if required. BHEL technical specification no. IN.SK.46105 Rev.00 and Quality plan BHEL/QA/MT/BOI-144 REV.00 DT.-13/01/2023 should be strictly followed. QA plan and specification have been enclosed alongwith tender document as BHEL/QA/MT/BOI-126 and Spec. IN.SK.46105.

b) Test Certificate of raw material used for manufacturing specific PO item should be provided along with the consignment. TC's reference of raw material & tape should appear in main TC of specific PO item for traceability. The material is liable to be rejected in case of noncompliance of above condition.

c) Copper, Enamel and Insulating tapes shall be procured from BHEL approved sources only (Refer QAP plan).

3. **Supply Condition :-**

- (a) The material is to be supplied in good quality non-returnable wooden or returnable plastic bobbins. Each vendor shall be allotted a distinctive colour for plastic bobbins. The plastic bobbins shall be returnable and available empty plastic bobbins shall be collected by the vendor on every third

working day on 'as is where is' basis else they may be scrapped by BHEL Bhopal. The empty wooden drums are non-returnable. The copper received in broken or damaged bobbin shall be rejected as it is.

- (b) The PO quantity shall be on weight basis. However, length supplied in each bobbin shall be as mentioned in PO. The net weight per drum may lie in the range of 30 to 75 kg each.
- (c) Length per drum is very important. It should not be less than as specified in PO for each drums, in any case.
- (d) Tag on each bobbins should be in the format attached (Annexure-5). Bobbin dia shall be less than 500mm and height of bobbin shall be less than 350mm.

Technical clearance for making bulk supplies:

The first lot of material supplied shall be a trial lot. After receipt of trial lot at BHEL Bhopal, the material will be checked for the following parameters.

- i) Successful testing as per technical specification IN. SK. 46105 in BHEL Bhopal Material Testing Lab.
- ii) Successful Inter-Turn Testing of approx. 50 stator coils manufactured with this copper (at appropriate stage and voltage as per standard BHEL manufacturing and testing procedure)

Only after successful completion of the above milestones, final technical clearance will be given for making bulk supplies.

If the material supplied does not meet our technical requirements as mentioned above, the material will be rejected and will be returned to the vendor. It may be in processed form (pulled stator coils) also. The quantity rejected will also be lower (marginally) than quantity supplied due to wastages and consumption in testing and evaluation. The approximate time required for carrying out above evaluation will be 1 month.

The above clearance is not required for vendors who have made successful supplies of material to specification IN. SK. 46105 to BHEL in the last 10 years from the enquiry date.

4. **Procedure for Bid submission** :- Offer shall be submitted by the bidders in two parts -
Bid Part - I Technical cum Commercial bid
Bid Part - II Price bid

Both Part - I & Part - II of the offer to be uploaded on BHEL e-procurement site using Class III digital signature. **Bidders to mandatorily put sign and seal on all the uploaded documents.** The quotation should be uploaded on the site before due date / time.

Part-I of the bid shall contain complete details of the product offered, filled in copy of 'INTEGRITY PACT', duly signed by the authorized signatory of the bidder who signs the bid, acceptance to the specification, all techno commercial terms & conditions and acceptance to the following:-

- a) "Instruction to bidders and special terms & conditions for rate contract (RC) / framework agreement (FA) for purchase of Enameled & Polyester Film Backed Mica Paper Taped Covered Copper Wire on finished basis under enquiry No. E-7023063 on finished basis" – Annexure – I
- b) Purchase Specifications and QAP at clause 2 above.
 - (i) Technical document IN.SK.46105
 - (ii) QAP with Annexure A
 - (iii) PQR with Annexure 1, 2,3,4,5.
- c) Integrity Pact (Annexure 6)
- d) Conciliation Clause (Annexure 7)
- e) 'T&C of indigenous enquiry' – General T&C(GTC) BP200102A (Annexure-8)
- f) 'BHEL PO Terms and Conditions' MM5527 (Annexure-9)
- g) Declaration on sister concern (Annexure-10)
- i) BHEL Fraud & Prevention Policy (Annexure-11)
- h) Techno-commercial Bid form for enquiry E7023063 (Annexure-12)
- i) Declaration on Conflict of interest (Annexure-13)
- j) EM II Certificate Annexure AA

5. **Bid opening** :- The 'Techno-commercial' part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening on e-procurement portal. *The offer should be complete in all forms. BHEL reserves the right to not consider incomplete offers.* Clarifications if required on this part may be obtained from the bidders for their evaluation. The Price bid Part-II of such bidders alone shall be opened on a later date on e-procurement portal whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated to technically qualified bidders later.

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

6. **Bid evaluation** :- The bids shall be evaluated on total delivered cost to BHEL on overall economy basis taking into account all duties/taxes/Cess etc as could be applicable. SBI TT selling rate and LME CSP of grade A Copper of the date at which the tender (Bid part I) is opened will be considered for tender evaluation. In case SBI TT selling rate and LME CSP of grade A Copper of the date of tender opening is not available, the rate shall be taken of the **previous bank** working day.

Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost to BHEL.

NOTE : 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 case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L1 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 shall be final and binding.

7. **Pricing Terms** :- Material will be supplied on finished basis where no material will be free issued by BHEL. The bidders shall quote only final **fabrication rate in Rs/kg** (inclusive of cost of Mica Tape, Enamel cost, tooling , packing and forwarding etc.) on e-procurement portal.

Copper Rate: The successful bidder will be asked to book LME CSP of the grade A Copper prevailing on the 3rd LME working day from date of issue of LOI (excluding date of LOI). (FBIL + 10 paise) exchange rate prevailing on the 3rd LME working day from date of issue of LOI (excluding date of LOI) will be used for converting LME to INR. In case, (FBIL + 10 paise) exchange rate of 3rd LME working day is not available, same of the **previous** bank working day shall be considered. Premium shall be fixed at 190 USD / MT. Multiplication factor (M.F) equivalent to effective Customs duty on CC rods & is variable in nature as per change in duty structure. Presently it is 1.055.

Fabrication Rate (Rs/kg): Fabrication rate (inclusive of cost of Mica tape, Enamel cost, tooling, packing , forwarding and other charges, if any, etc) as quoted in price bid (on e-procurement portal) shall be firm during the validity of Rate Contract.

Rate Schedule		
A	LME CSP Rate (USD / MT) and exchange rate (Rs / USD)	LME CSP & Exchange rate (FBIL + 10 paise) shall be of 3rd LME working day from date of issue of LOI (excluding date of issue of LOI).
	Premium (USD / MT)	190 USD / MT (fixed)
	Copper Rate	(LME CSP + Premium) x (FBIL+10paise exchange rate) x M.F./1000 (as per notional customs duty, presently it is 1.055)
B	Fabrication rate (Rs/kg)	In Rs./kg (inclusive of all possible extras to be quoted on e-procurement portal. This shall remain firm throughout the validity of contract.)
C	PO Rate	Sum of A + B

Kindly note that no additional payment, of either Mica Tape or Enamel used, shall be done and implication of both must be included in fabrication rate itself.

8. **FA Qty. Allocation:-** Bidders to note that BHEL shall require 1 suppliers for uninterrupted supply against total requirement
9. **Delivery Period:-** The material is required at BHEL within **45 Days** from the date of issue of LOI (In case of hold on project after PO placement, the copper booking of corresponding size may be utilized for other available sizes as decided by BHEL. Bidders shall commit suitable delivery period on FOR destination basis. Delivery period to be reckoned from the date of LOI (Letter of Intent). Delivery period to be reckoned from the date of LOI in the purchase order shall be as per accepted delivery period quoted by the vendor or required delivery period by BHEL, whichever is later. In case of job/item/project hold, design change, etc, the copper booking done by vendors may be utilized for other available sizes/projects as decided by BHEL. Bidders may note that delivery beyond committed schedule will attract penalty for delayed performance.
10. **Terms of delivery:-** FOR Destination.
11. **Transit Insurance:-** Transit insurance shall be by supplier. All transit risk shall be covered under clause Inland Rail and Road – A (IRR – A).
12. **Quantity Tolerance :-**
 - a) Against individual P.O. items: $\pm 2\%$. However, requirements such as the specified weight/length/No. of pieces and other dimensions shall be strictly adhered to. Any discrepancy wrt quantity mentioned in the Letter of Intent (LOI) must be brought to notice of BHEL before copper booking date as per LOI. Quantity supplied above the permissible limit of $+2\%$ may not be liable for payment and return to the vendor.
 - b) Against RC Quantity: $+10\%$.
13. **Replacement of rejected Goods :-** Final inspection for acceptance of quality shall be at BHEL's works Bhopal after receipt of material and results shall be binding on the suppliers. Pre-dispatch / source inspection may also be carried out by BHEL/TPIA. BHEL may conduct quality audit at supplier works for ensuring implementation of quality system and quality plan **BHEL/QA/MT/BOI-144 Rev.00 dtd.- 13/01/2023.**

In case of rejection due to non-compliance to agreed specification and for the reasons attributable to the vendor, the materials shall be rejected. The rejected goods will have to be collected by supplier within 10 days on receipt of PMIR/rejection intimation. The rejection goods are lying in BHEL at risk and cost of vendor. BHEL reserve the right to dispose off if goods are not removed within reasonable time. The replacement by vendor will be free of cost on "F.O.R. BHEL works basis" including interalia cost elements such as total transportation, insurance, any other taxes / levies etc as applicable. Vendor to provide all possible help in lifting the rejected material and supplying replacement as per BHEL / government guidelines.

Advisory Note: Vendors are advised to ensure supply of material as per technical specifications, QAPs and other technical documents. Further, vendors are advised to strictly adhere to tolerance ranges of the specifications. Any deviation from technical parameters will result in rejection of material. However, bidders to note that under exigency/urgency conditions, BHEL may accept the material with minor deviations after penalizing the vendors as per BHEL quality / engineering recommendations (Quality deficiency Review Committee – QDRC) depending on the nature and gravity of quality issue.
14. **Taxes & Duties :-** The bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc) .BHEL will avail tax credit as per GST rules. Vendor to note that GST part of invoice shall be released only upon:
 - Vendor declaring such invoice in his GSTR – 1 and
 - Receipt of goods and tax invoice by the BHEL and
 - Confirmation of payment of GST thereon by vendor on GSTN portal

- Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

Note:- 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. Vendor to generate & submit invoices as per above.

As per GST rules GST-TDS @2% to be deducted on the item value w.e.f. invoice dtd 01.10.2018. GST-TDS as deducted from bill is deposited to tax authority and details of TDS deducted is updated in GSTR-2A in portal. Benefit to be availed on the basis of details available in GSTR-2A portal. BHEL will not issue any TDS certificate.

- 15. Payments Terms :-** Payment shall be made within 90 days against receipt and acceptance of material without over due interest OR within 45 days as per the MSMED act (only for vendors falling under Micro & Small category), whichever is applicable to the supplier. During bid evaluation, no loading of price with regard to preferential payment within 45 days will be done for the bidders covered under MSMED act (Micro & Small). Payment term other than the above standard payment terms may lead to rejection of your offer and if accepted, your quoted rates will be loaded at the rate of SBI Base rate + 6% for price comparison purposes on BHEL landed cost basis. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year and Udyog Aadhar copy, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the due date of tender. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Note : Please ensure declaration of UAM number by MSE bidders (indigenous bidders) on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.

It may be noted that payment in no. of days of all the bidders shall be further subject to MSME status of the supplier as per the prevailing Government guidelines at the time of payment.


- 16. Validity of Framework agreement :-** 24 months from the date of finalization of framework agreement (FA) by BHEL for ordering with additional time of three months for supplies. **Further BHEL will have an option to short close the framework agreement within the validity of the FA/RC, if required by BHEL. BHEL may also extend the rate contract for further one year with mutual consent.**

- 17. Validity of Offer :-** Offer should be valid for a period of 120 days from the date of technical bid opening date for finalization of the contract.

- 18. Levy of Penalty for delayed performance:-** Penalty @ 0.5% per week or part there of subject to maximum of 10% of the undelivered portion shall be applicable for delayed performance. Failure on the part of the bidder to accept this clause will attract the loading of maximum 10% on the quoted price for the

purpose of evaluation. Date of receipt of material at BHEL works i.e Clearance Note date will be considered for levy of penalty. LD recovery, the applicable GST shall also be recoverable from vendors.

19. **Guarantee:-** Copper Wire under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 12 months from the date of dispatch.
20. **Fraud Prevention Policy :** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
21. **Risk and Cost :** In case of non-supply of quality material as per Purchase order within reasonable time as per BHEL policies / exigencies, BHEL may resort to taking alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services / differential / administrative cost, etc, if any, incurred by BHEL in this regard from the supplier as per extant BHEL norms.
22. Bidders to give acceptance to Integrity Pact as per annexure 6
23. Bidder to give acceptance to **Conciliation clause**. as per annexure 7.
24. Compliance to MAKE IN INDIA circular issued by Govt.: “For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/Non-Local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the Nodal Ministry changing the definition of the 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.”
25. In addition to above our General Terms and Conditions of enquiry (GTC) & PO shall also be applicable to this tender. **Bidders may note that suitable loading will be done for arriving at the landed cost to BHEL price for any deviation from these general Terms & Conditions.**
26. The bidder will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in same tender, so as to eliminate the possibility of cartel formation. Format for declaration is attached as annexure 10.
27. 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.
28. **Pre qualification Criteria (mandatory for further consideration of offers)**
Please note that offers of only those bidders who meet pre-qualification criteria (attached as Annexure III) shall be considered. Bidders to submit all supporting documents in compliance with each requirement.
29. **Bidder registration :** Bidders who are NOT registered with BHEL shall have to submit completely filled bidder registration form along with their bid part – I. Those who have been registered are requested to furnish their supplier codes for BHEL Bhopal. Bidder registration form can be downloaded from hyperlink: https://www.bhelbpl.co.in/mm/supplier_forms.html

	INSULATION SKETCH	IN. SK. 46105
	INSULATION SYSTEMS ENGINEERING	Rev. No.:00
	Enameled and Glass Fabric Backed Resin Poor Epoxy Mica Paper Taped Rectangular Copper Wire	Rev. Dt.: 25/05/2019
		Sht. 1 of 7 shts.

1. GENERAL

INSULATION CLASS - F

This specification governs the quality requirements of rectangular copper conductors insulated with enamel and one layer of glass fabric backed resin poor epoxy mica paper tape. The glass fabric shall be on the outside surface of the insulated conductor. The insulated conductor, after impregnation with Bisphenol-A epoxy resin and anhydride hardener system has a temperature index of at least 155 deg C.

2. APPLICATION

These conductors are used for stator coils of high voltage A.C. Machines. The insulation should be able to withstand the mechanical stresses generated during loop winding and coil pulling / shaping operations and electrical/mechanical stresses during operation of the machines also.

3. COMPLIANCE WITH NATIONAL STANDARDS

There is no Indian Standard covering this type of material.

4. SIZES

The conductors shall be supplied to the size specified on the purchase order.

5. TEST METHOD

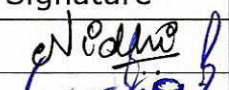

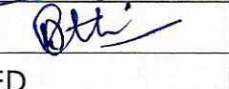
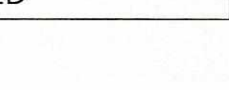
As stated against each clause.

6. SAMPLE FOR TEST

5-meter-long sample of enameled and glass backed mica paper taped copper conductor of this specification shall be supplied for testing and approval purpose.

7. JOINTS

No joint shall be made in the copper conductor after it is drawn. Any joint made during the drawing process shall be resistance welded only.

Distribution:	Date of Rev. 00:25/05/2019	Name	Signature
CIM (Shop)	Prepared by	Nidhi Gupta	
CIM (Planning)	Checked by	B N Oraon	
QFD	Approved by	Anirudha Tijare	
AME	Issued by	Abha Otti	
TSD			

ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED



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INSULATION SKETCH

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8. CONDUCTORS:

8.1 Conductor material:

The bare conductors shall be manufactured from high conductivity copper complying with BHEL standard AA 12030 "Rectangular Copper Conductor-Annealed, controlled oxygen". There should be no surface defects like sharp edges, corners, blisters etc. on the bare conductor.

NOTE: It is preferable to manufacture conductor from continuous cast copper rod provided all other acceptance parameters and conditions remain same. Copper to be procured from BHEL Bhopal approved sources only.

It is not allowed to produce the conductor using Conform technology.

8.2 Insulation Covering

8.2.1. Enamel Covering

8.2.1.1 To prevent the deposition of copper dust or other extraneous matter on the conductor, the conductor shall be fully cleaned by felt pads or other suitable means before enameling.

8.2.1.2 Enamel covering shall be a durable, flexible, synthetic type based on polyesterimide.

The make & grade of enamel shall be as follows:

Approved source	M/s Elantas Beck
Approved grade	Terebec MT 533-36 PA

No alternate enamel is allowed.


8.2.1.3 Thermal index of enamel used shall conform to at least Class 'H' (180°C Class).

8.2.1.4 The conductor shall be completely and uniformly covered with the enamel layer. The enamel shall have a smooth surface free from embedded dust particles or other foreign deleterious material and there should be no sharp edges/ corners.

8.2.1.5 Increase in dimensions due to enamel shall be as given below:

Minimum	:	0.06 mm
Maximum	:	0.11 mm

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8.2.2 Mica Paper Tape Covering


8.2.2.1 The enameled conductor then shall be taped with one half lap layer (lapping 42% to 50%) of 0.12 thk. x 12 wide glass fabric backed resin poor epoxy mica paper tape to BHEL Bhopal spec BP 25192 with mica side of the tape touching the enameled conductor surface. Mica paper tape shall be firmly applied to the conductor. The covering shall be smooth with no tendency to open out at bends during processing and shall have uniform thickness throughout with minimum joints.

Tape layer shall be continuous, firmly applied and substantially free from creases. No adhesive material shall be used except to anchor ends of tape. Any such bonding or adhesive material should have no deleterious effect on the properties of insulation.

The mica tape to be procured from BHEL approved tape sources and grades only as per list below:

Material - 0.12 X 12 mm wide glass fabric Backed Mica Paper Tape BP25192	BHEL Approved Sources & Grades
BHEL approved sources for glass fabric backed resin poor epoxy mica paper tape to BHEL Bhopal spec BP-25192	M/s Lakshmanan Isola Pvt. Ltd., Bangalore (As per BHEL Bhopal spec. BP25192)
	M/s Isovolta, India, Nasik (As per BHEL Bhopal spec. BP25192)
	M/s Von Roll, Switzerland (Supplier Grade - SAMICAPOR 366.54-05)
	M/s Krempel, Germany (Supplier Grade - KREMICA.FLEX K1038-12)

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8.2.2.2 Visual Inspection during/ after taping:

The processed conductors shall not be tacky so that they do not hinder further processing. The mica from the tape should not come out as flakes and outer surface must be free from visual defects such as loose taping, wrinkles, mechanical damages, undue build up etc.

8.2.2.3 The increase in dimension due to mica paper tape covering shall be:

Nominal : 0.40 mm

8.2.3 Total Insulation Thickness:

The total insulation thickness (i.e. increase in dimensions) due to insulation covering (including enamel & mica paper tape) shall be as below:

Maximum : 0.51 mm

In addition, vendors should maintain,

Final Insulated Width: \leq Nominal bare width + 0.50 mm

Final Insulated Depth: \leq Nominal bare depth + 0.50 mm

9.0 TESTS (On enameled conductor):

9.1 TENSILE STRENGTH & ELONGATION:

A sample of the enameled conductor, 250 mm long held between grips shall be steadily elongated at a rate of approximately 50 mm / min until the conductor breaks. The maximum tensile strength and the minimum elongation at break shall be as given in Table I.

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Poor Epoxy Mica Paper Taped Rectangular
Copper Wire**

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TABLE - I

THICKNESS	THICKNESS UPTO & INCLUDING	ELONGATION	TENSILE STRENGTH
ABOVE		MINIMUM	MAXIMUM
-	2.5 mm	30%	265 N /mm ²
2.5 mm	5.6 mm	35%	255 N /mm ²

9.2 FLEXIBILITY TEST (AT ROOM TEMP.):

Samples of the enameled conductor shall be bent through 180° around a mandrel having a diameter 8 times the bare width of the conductor when it is bent on the edge or 8 times the bare thickness when it is bent on flat. Separate samples shall be bent two on edge and two on the flat and when so tested the covering shall not open sufficiently to expose the bare conductor when examined under diffused light by normal eyesight.


9.3 FLEXIBILITY TEST (AFTER HEAT AGEING):

Samples, which have been heated for 16 hours in an oven at a temperature of 175°C to 180 °C and then allowed to cool to room temperature, shall pass the test for flexibility as specified in Clause 9.2. Bending shall be done after cooling of samples to room temperature.

9.4 BREAKDOWN VOLTAGE TEST AT ROOM TEMPERATURE AND ELEVATED TEMPERATURE OF 180 °C

Refer IEC 60317-28/ IEC 60317-0-2/ IEC 60851-5 for the test procedure and acceptance norms.

ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED

 An ISO 9001:2015 Company	INSULATION SKETCH	IN. SK. 46105
	INSULATION SYSTEMS ENGINEERING	Rev. No.: 00
	Enameled and Glass Fabric Backed Resin Poor Epoxy Mica Paper Taped Rectangular Copper Wire	Rev. Dt.: 25/05/2019
		Sht. 6 of 7 shts.

10.0 TESTS (On enameled & mica taped conductor):

10.1 PROOF VOLTAGE TEST (AT ROOM TEMPERATURE):

Two samples approx. 250 mm long each shall be laid along the widths and taped together closely with woven glass tape. The two ends of the conductors shall be parted and the insulation covering shall be removed. A power frequency (50 Hz) supply shall be applied between the two ends.

The voltage shall be increased @ 100 volts / sec (approx.) to a value of 4 KV. This voltage shall be maintained for 1 minute. There should be no breakdown.

11.0 TEST CERTIFICATE:

Unless otherwise specified three copies of the test certificate shall be supplied along with each consignment.

In addition, the supplier shall enclose one copy of the test certificate along with their dispatch documents to facilitate quick clearance of the material

The test certificate shall bear the following information:

IN.SK.46105 Rev.00: **Enameled and Glass Fabric Backed Resin Poor Epoxy Mica Paper Taped Rectangular Copper Wire**

BHEL Order No.


Batch No.

Test values obtained & certificate of compliance with clause 8 to 10.

12.0 PACKING AND MARKING

The covered conductor shall be wound on drums generally conforming to IS: 2069. About 60 kg of covered conductor or as specified in PO shall be supplied in each drum. If cross section of covered conductor exceeds 15 sq.mm., bobbin dia shall be 400 to 450 mm otherwise it shall be around 300 mm. Flange dia to suit above bobbin dia shall be selected.

ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED

 An ISO 9001:2015 Company	INSULATION SKETCH	IN. SK. 46105
	INSULATION SYSTEMS ENGINEERING	Rev. No.: 00
	Enameled and Glass Fabric Backed Resin Poor Epoxy Mica Paper Taped Rectangular Copper Wire	Rev. Dt.: 25/05/2019
		Sht. 7 of 7 shts.
<p>The conductor shall be protected against possible damage, from the inner faces of the flanges of the drums by lining each flange with thick paper or cardboard. Paper spacers shall be filled in the empty space between conductor and flange of the drum.</p> <p>A layer of packing paper shall be inserted between each layer of conductor during winding on drums.</p> <p>Each drum shall be marked with the following:</p> <p>IN.SK.46105 Rev.00: Enameled and Glass Fabric Backed Resin Poor Epoxy Mica Paper Taped Rectangular Copper Wire</p> <p>BHEL Order No.</p> <p>Supplier's Name</p> <p>Size of Conductor</p> <p>Weight of Conductor drum (i) Gross (ii) Net.</p> <p>13.0 CHANGES DUE TO REVISION</p> <p>First Issue</p>		
ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED		

BHEL BHOPAL	QUALITY PLAN					QP NO. QA/MT/Bol/144			
	ENAMELED AND GLASS FABRIC BACKED RESIN POOR EPOXY MICA PAPER TAPED RECTANGULAR COPPER WIRE					Rev. No.: 00			
	IN. SK. 46105					Rev. Date : 13/01/2023			

SL NO.	COMPONENTS AND OPERATION	CHARACTERISTICS	TYPE OF CHECK	QUANTUM OF CHECK	ACCEPTANCE NORMS	RECORD FORMAT	AGENCY			REMARKS
							P	R	W	
1	RAW MATERIAL									
1.1	CC Copper Wire Rods	Physical Properties (Dimension, Visual Check, Surface Finish)	V,M	One Sample/ Melt	ASTM B-49-10/ AA12024	Manufacturer TC	1	2, 3	-	CC copper wire rods are to be procured from BHEL approved sources only as per attached Annexure A.
		Electrical Resistivity	T	One Sample/ Melt	ASTM B-49-10/ AA12024	Manufacturer TC	1	2, 3	-	
		Mechanical Properties	T	One Sample/ Melt	ASTM B-49-10/ AA12024	Manufacturer TC	1	2, 3	-	
		Chemical Composition & Oxygen Content	T	One Sample/ Lot	ASTM B-49-10/ AA12024	Manufacturer TC	1	2, 3	-	
1.2	Enamel	Solid Content, Viscosity	T	Sample/lot	As per product spec. (Terebec MT 533-36 PA of M/s Elantas Beck)	Manufacturer TC	1	2, 3	-	Enamel to be procured from BHEL approved source only as per attached Annexure A. Lot verification to be done.
1.3	Insulation Tape: Glass Backed Resin Poor Epoxy Mica Paper Tape BP25192	TPIA to check clearance from BHEL (ISE Engg./QC) against insulating tape samples tested at TSD BHEL Bhopal.								
		Thickness, Width, Shelf Life	V,M	Sample/lot	BP25192	Manufacturer TC	1	2, 3	-	a). Insulation tape is to be procured from BHEL approved source only as per attached Annexure A b). Insulation tape having separation/mica transfer/ delamination of glass and mica during taping is not to be used. c). Mica tape is not to be used after expiry of shelf life. d). Surveillance verification of tapes by BHEL at supplier works & its testing at BHEL works, if required. Lot verification to be done.
		Composition	T	Sample/lot	BP25192	Manufacturer TC	1	2, 3	-	
		Tensile Strength	T	Sample/lot	BP25192	Manufacturer TC	1	2, 3	-	
		BDV	T	Sample/lot	BP25192	Manufacturer TC	1	2, 3	-	
2	IN PROCESS INSPECTION									

BHEL BHOPAL	QUALITY PLAN					QP NO. QA/MT/Bol/144			
	ENAMELED AND GLASS FABRIC BACKED RESIN POOR EPOXY MICA PAPER TAPED RECTANGULAR COPPER WIRE					Rev. No.: 00			
	IN. SK. 46105					Rev. Date : 13/01/2023			

2.	Bare Rectangular Copper Wire	Visual Checks	V	Sample/lot	AA12030	Manufacturer TC	2	3	3	a) Surface defects like burrs, sharp edges, blisters, flakes, cracks, grease, foreign particles, loose copper dust and embedded impurities are not acceptable. b) The copper wire shall have smooth, bright and polished surface.
		Dimensional (Width, Thickness, Corner Radius, etc.)	M	Sample/lot	AA12030	Manufacturer TC	2	3	3	
		Mechanical (Tensile, Elongation, Hardness, Stiffness etc.)	T	Sample/lot	AA12030	Manufacturer TC	2	3	3	
		Electrical (Conductivity/ Resistivity etc.)	T	Sample/lot	AA12030	Manufacturer TC	2	3	3	
		Chemical (Oxygen Content)	T	Sample/lot	AA12030	Manufacturer TC	2	3	3	
3.	Enameled copper wire	Visual check	V	Sample/lot	IN.SK.46105	Manufacturer TC	2	3	3	The enameled copper wire shall have a smooth surface free from embedded dust particles or other foreign material with no sharp edges/ corners.
		Increase in dimensions due to covering	M	Sample/lot	IN.SK.46105	Manufacturer TC	2	3	3	
		Mechanical (Tensile strength & elongation, Flexibility test at room temp. and after ageing)	T	Sample/lot	IN.SK.46105	Manufacturer TC	2	3	3	
		Electrical (BDV at RT & elevated temperature)	T	Sample/lot	IN.SK.46105	Manufacturer TC	2	3	3	
4.	Enameled & Mica Taped Copper wire	Visual (% lapping of mica tape)	V	Sample/lot	IN. SK. 46105	Manufacturer TC	2	3	3	a). The insulated copper wire shall have smooth surface finish, free from defects, dust and damage. b).The taping shall be free from wrinkles and overstretching. If, any such imperfections are found in the copper wire during manufacturing processes at BHEL, the insulated copper wire is liable to be rejected. c).Complete records to be maintained by vendor for ensuring traceability from CC rod to finished stage with respect to raw materials and processes.
		Increase in dimensions due to covering	M	Sample/lot	IN. SK. 46105	Manufacturer TC	2	3	3	
		Electrical (Proof voltage test)	T	Sample/lot	IN. SK. 46105	Manufacturer TC	2	3	3	
5.	Manufacturing and Storage Area	Proper cleaning of copper/ other dust in plant and machinery. Proper storing of mica tapes (at $\leq 25^{\circ}\text{C}$)	V	100%	-	-	2	3	-	Surveillance check by BHEL, if required

BHEL BHOPAL	QUALITY PLAN					QP NO. QA/MT/Bol/144				
	ENAMELED AND GLASS FABRIC BACKED RESIN POOR EPOXY MICA PAPER TAPED RECTANGULAR COPPER WIRE					Rev. No.: 00				
	IN. SK. 46105					Rev. Date : 13/01/2023				

6.	Packing and Marking	As per spec.	V	100%	IN. SK. 46105	-	2	3	-	<p>a). Special care for protection against water ingress during transportation in rainy season. Supplies received with water ingress are liable to be rejected.</p> <p>b).Sturdy plastic/ wooden bobbins, Proper covering of reels to protect against moisture / dust ingress/Puncture from exposed nails etc.</p>
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Legends:

1-Sub-supplier, 2-Supplier, 3-BHEL

P- Perform, R- Review, W-Witness

V-Visual, M- Measurement, T-Test

Note- CC copper wire rods, enamel and mica tapes are to be procured from BHEL approved sources as per Annexure A.


Ashish
 आशीष शिंदे / Ashish SHINDE
 प्रबंधक (उ.अ.) / Manager (Q.A.)
 गुण सुरक्षा विभाग / Quality Assurance Section
 बी.एम.ई.एम. भवन/B.H.E.L., BHOPAL

PREPARED & CHECKED BY


P.A. TOPPO
 अतिरिक्त प्रबंधक / Addl. General Manager
 गुण सुरक्षा विभाग / QEM & QMG
 बी.एम.ई.एम. भवन / BHEL, BHOPAL

APPROVED BY

INSULATION SYSTEMS ENGINEERING DIVISION
BHEL BHOPAL


ANNEXURE-A

REFERENCE QAP: -QA/MT/BOI/144 dated 13.01.2023

1. LIST OF BHEL APPROVED VENDORS AND THEIR GRADES (FOR RAW MATERIALS)


SL. NO.	DESCRIPTION
1)	CC Copper Wire Rods to BHEL Spec. AA12024/ ASTM B-49 a) Hindalco Industries Ltd., Mumbai b) Hindustan Copper Ltd., Mumbai c) Sesa Sterlite Limited, Mumbai
2)	BHEL approved source for enamel M/s Elantas Beck (Supplier Grade – Terebec MT 533-36 PA)
3)	The mica tape is to be procured by the insulated copper conductor manufacturers directly from the following vendor. M/s Lakshmanan Isola (P) Ltd., Bengaluru (as per BHEL spec. BP25192)

2. After getting the purchase order from BHEL, the supplier shall send one roll per lot of glass backed epoxy mica paper tape to BP25192 to BHEL Bhopal for testing & evaluation. Only after technical clearance from BHEL Bhopal, insulated conductor manufacturer shall apply this tape on copper conductor. Based on evaluation of sample roll of BP25192 supplied by the vendor, if approval is declined by BHEL, that lot of tape is not to be used for taping. The decision of BHEL Bhopal shall be final in this regard.
3. The insulated conductor manufacturer has to give an undertaking (on company letter head) that the tape procured shall be used for manufacturing insulated conductor for BHEL Bhopal POs only.


13/1/2023
Abha Otti
Dy. Manager/ISE

DGM/ISE

Sr. DGM/ISE

on leave.

14/1/2023

Mandatory Technical Pre-Qualification Requirements (PQR) for Bidders for Supplying Enameled and Glass Fabric Backed Resin Poor Epoxy Mica Paper Taped Rectangular Copper Wire to BHEL
Specification IN. SK. 46105 Through Open Tender

(A) Technical PQR			
Sl. No.	Description of Pre-Qualification Requirement (PQR)	Vendor's Response	
		Compliance (Mention Yes/No)	Supporting Documents/ Information/ Confirmation to be submitted for Accepting Compliance
1)	Only original manufacturers are eligible		Factory license or certificate or documentary evidence of being original manufacturer of this item
2)	Bidders to confirm complete compliance to technical specification IN. SK. 46105		No deviation to technical specification IN. SK. 46105 is acceptable. Signed & sealed copies of specification IN. SK. 46105 to be submitted confirming compliance.
3)	Company to be ISO-9001: ²⁰¹⁵ certified		Valid ISO-9001: ²⁰¹⁵ certificate valid as on due date of enquiry
4)	Copper (Raw Material), Enamel and Glass Fabric Backed Resin Poor Epoxy Mica Paper Tape to be used for manufacturing insulated rectangular copper wire must be of approved grades and sources as per Annexure 1 only		Manufacturer test certificates of raw copper, enamel and glass fabric backed epoxy mica paper tape used in supplies to BHEL should be submitted with the dispatch documents along with insulated copper supplies in case of placement of PO. Confirmation to be submitted.
5)	<p>Bidder must have in-house plant and machinery required to manufacture the tendered item as per technical specifications.</p> <p>Following facilities must be available:</p> <p>a) Manufacturing facility for bare rectangular copper wire</p> <p>b) Enameling facility on rectangular copper wire</p> <p>b) Mica paper taping facility on enameled rectangular copper wire</p>		<p>Following to be submitted –</p> <ul style="list-style-type: none"> ➤ Detailed organization chart (Refer indicative format Annexure 2) ➤ Plant & machinery facility available for manufacturing the tendered item (Refer indicative format Document no. M&P/001 Annexure 3) ➤ Actual Photographs (not from Brochures / Pamphlets) of manufacturing facilities for bare rectangular copper wire, enameling and mica taping (like copper drawing, annealing, enameling and mica taping machine etc.) to be submitted

6)	All testing facilities and measuring equipment, required for testing the material as per specification IN. SK. 46105 shall be available with the firm (either in-house or outsourced). The outsourced testing facilities should be duly calibrated and traceable along with accreditation in accordance to ISO 17025 to either NABL or equivalent international accreditation agency.		Details of testing facilities and measuring equipment available for testing the tendered item as per specification(s) IN. SK. 46105 along with list of outsourced facilities (if used), to be provided (Refer indicative format Annexure 4 Document no. TF/001). Proof of NABL/equivalent international agency accreditation in accordance of ISO 17025 of outsourced facilities to be submitted with supplies.
7)	<p>Supply Experience: The bidder should have supplied at least</p> <p>a) 1.5 metric tons of enameled rectangular copper wire AND 1.5 metric tons of mica paper taped rectangular copper wire OR</p> <p>b) 1.5 metric tons of enameled and mica paper taped rectangular copper wire to any rotating electrical machine (motor/ generator) manufacturers in at least one of the last three financial years (i.e. current year and three previous financial years) before the bid opening date. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant financial year.</p>		<p>➤ Documentary proof (legible PO and corresponding invoices) of supply by the bidder are to be submitted. Contact details of PO issuing authority with name, mobile no. and email id to be provided for facilitating verification of documents.</p> <p>➤ Actual supplies made during the stipulated time will be considered (invoices should corroborate the same)</p> <p>➤ The documents submitted as per above should clearly indicate the nature of copper covering (like enameled, mica taped) and customer to which supplies have been done</p> <p>➤ Additional documents/ specifications may be submitted/ asked, if required, to establish the sufficiency of supply experience as per above</p>
8)	The bidder should be capable of manufacturing at least 3.2 metric tons of insulated copper to IN. SK. 46105 per month.		Confirmation to be submitted
9)	Manufacturing facilities assessment may be carried out by BHEL at supplier's works if required		Confirmation to be submitted

(B) Financial PQR (To be decided by CIM)

	For Financial soundness of the vendor. Reference CVC guidelines Doc ref. no. AA:VIG:1483 dated 31.07.2014 issued by Corp. Vigilance as circular no. 04/2014 para B (iii) Regarding the financial	
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10)	Average Annual Turnover of at least Rs. 0.5 Crs of last 3 years ending 31.03.2022.	<p>standing.</p> <p>Value have been arrived as per below calculation:</p> <p>1) Assuming Item Rate(A)=Rs 1000/kg</p> <p>2) Item quantity=16 MT</p> <p>3) Estimated value of item = 16 x 1000 x 1000= Rs 1.60 crores</p> <p>4) Average Annual Turnover required= 30% of the estimated value=30% x 1.60 crore = Rs. 0.48 Crore</p>	Audited Balance Sheet and profit and loss statement of last 3 years ending March 2022.
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Note:

1. Compliance to above pre-qualification requirements (PQR) is mandatory. In absence of compliance to these requirements, vendor's offer is liable to be rejected.
2. BHEL reserves the right to verify the information submitted by the bidder. In case the information submitted is found false or incorrect, the offer will be rejected and suitable action may be taken as per BHEL extant guidelines.
3. BHEL has the right to verify information/ confirmation furnished, by asking for additional documents, proofs, etc.
4. All supporting documents submitted shall be valid on bid opening date failing which the offer is liable to be technically rejected.

Shri Baboo Sonwane
AGM (AME)

Shri Anurag Shukla
AGM (QFD)

Shri V V Khare
AGM/CIM, CIT, DVS & PRM

Shri Yogesh Edla
Sr. DGM/CMM-Copper

(B. ORAON)
(SDGM/ISE)

1.0 ORGANISATION CHART

2.0 QUALIFICATION / EXPERIENCE OF PERSONNEL

Qualification of key personnel and the officials deployed

SL No	Name	Designation	Technical qualification	Experience	Responsibility

PREPARED BY		APPROVED BY	
Name & Signature		Name & Signature	

BHEL APPROVED SOURCES

Sl. No.	Material	BHEL Approved sources/ grades		
1.	BHEL approved sources for copper (raw material) to be used for making rectangular copper wire*	HINDALCO INDUSTRIES LTD.		
		HINDUSTAN COPPER LTD		
		SESA STERILITE LIMITED		
2.	BHEL/CUSTOMER approved source for Glass Fabric Backed Resin Poor Epoxy Mica Paper Tape BP25192	LAKSHMANAN ISOLA (P) LTD.		
3.	BHEL approved sources/ grades for conductor enamel	M/s Elantas Beck (Supplier Grade – Terebec MT 533-36 PA)		

*Indian sources have been mentioned in accordance with Mill order

“Name of the firm”

ANNEXURE-3

Page 1 of 1

1.0 AVAILABILITY OF MACHINERY & PLANTS (M&P) WITH THE FIRM

Sl. No.	Details of the M&P						
	Name of M&P	Model	Make	Machine No.	Year of Built	Range /Capacity	Proof of ownership

PREPARED BY	APPROVED BY
Name & Signature	Name & Signature

“Name of the firm”

ANNEXURE- 4

Page 1 of 1

1.0 AVAILABILITY OF TESTING FACILITIES WITH THE FIRM

Sl. No.	Details of the TESTING FACILITIES					
	Name of TESTING FACILITY	Model	Make	Machine No.	Year of Built	Range /Capacity

PREPARED BY	APPROVED BY
Name & Signature	Name & Signature

FORMAT FOR LABELLING TO BE DONE ON THE FLANGES OF EACH PACKED DRUM

M/S			
EDS-			
COND. SIZE (BARE)		REEL NO.	
COND. COVERING / COND. SPEC.		GROSS WT.(IN KG)	
COND. SIZE (COVERED)		TARE WT.(IN KG)	
PO NO.		NET WT.(IN KG)	
PO ITEM NO.		LENGTH(IN MR)	

FORMAT OF LABELLING TO BE DONE BETWEEN THE FLANGES ON EACH PACKED DRUM OF

PO NO	
PO ITEM NO	
SUPPLIER	
COND. SIZE(BARE)	
COND. SPEC.	
LENGTH OF COND.	
NET WT.(IN KG)	
REEL NO.	

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

**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:
- On the date of signing of the Settlement agreement by the Parties; or,
 - 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,
 - 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,
 - 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.
 - 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:

Sl 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 settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>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 Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	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.

Sl 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

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor
Name, with 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. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. 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.*

 BP 200102A	GENERAL TERMS AND CONDITIONS OF ENQUIRY
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Sl.No.	Description
1	General:
A	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.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Through E- procurement
A1	<p>1. Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry. Bid Part - I Technical cum Commercial bid Bid Part - II Price bid</p> <p>2. Suppliers shall quote price on BHEL authorised third party service provider e-procurement site. Any deviation from the price format shall be clearly brought out in the offer Bid Part I.</p> <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. All documents to be uploaded are necessarily to be signed and stamped. The quotation should be uploaded on the site before due date and time.</p> <p>Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.</p>
B	Through tender room
B1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry.</p> <p>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.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.</p> <p>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.</p>
B2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>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. 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes.</p> <p>Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
B3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	Through tender room or EProcurement
C1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
C2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
C3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
C4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.



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GENERAL TERMS AND CONDITIONS OF ENQUIRY

C5	Bid in single part or techno-commercial bid in two-part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
C6	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <i>30 days</i> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.
C7	<ol style="list-style-type: none"> 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. 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. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
C8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
C9	Wherever the enquiry is issued to unregistered bidder, the bidder shall visit ' www.bhel.com ' for submitting the online Supplier Registration Application. Price bids of such bidders, will be opened only on techno-commercial acceptance of bid & after supplier registration.
C10	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 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/suspension_guidelines_abridged.pdf
C11	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. (www.bhel.com) only. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
C12	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 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. BHEL's decision in such situations shall be final and binding.
C13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding 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.
C14	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 tendering process, will lead to rejection of the bid, <i>besides BHEL taking appropriate punitive action as deemed fit.</i> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
D	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-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
3	Delivery Terms
A	Indigenous Purchase
A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
B	Foreign Purchase — Imports
B1	<ol style="list-style-type: none"> Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP & HC Containers. 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). For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4). Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.



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	<p>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.</p> <p>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.</p> <p>8. Please visit BHEL Bhopal website https://bpl.bhel.com for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.</p> <p>9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</p> <p>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years.</p> <p>9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</p> <p>9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</p> <p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>	
B2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>	
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)	
A	Name of the bidder's executive to deal with this tender / project	
B	E-mail address of the contact person	
C	Telephone no. of the contact person	
D	Name of location from where the goods shall be offered for inspection and dispatch	
5	Additional logistics information for Imports	
A	Bid currency	
B	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L	
C	Name of Airport in the country of dispatch for FCA delivery terms	
D	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)	
E	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)	
F	Approx. distance in km. from Bidder's works to Port of Loading	Sea port /Air port
6	Delivery Schedule & Completion date	
A	<ul style="list-style-type: none"> Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery. 	



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B	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 mutually agreed.
C	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
A	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
A	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	Penalty for delayed performance.
A1	Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT.
A2	However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value.
A3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
A4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Bidder. In such an event, it shall be obligatory on the part of bidder to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
D	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	Indian Agents and Agency commission
A	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.
B	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.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.



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11	Documentation:		
A	Indigenous Purchase		
	<p>Bidder shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order.</p> <p>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.</p>		
B	Foreign Purchase — Imports		
	<p>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</p> <ol style="list-style-type: none"> Express / Original 'Clean on board' Bill of Lading / AWB. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package. 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. One set of Original Test Certificates and O&M Manual where called for. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 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: <table border="1"> <tr> <td> 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) </td> <td> DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at mmfe.bpl@bhel.in</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <ol style="list-style-type: none"> IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly mentioned on B/L or AWB. 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. 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. 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. 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. 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. 	AGM (M.S) Regional Operations Division BHEL 14 th 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) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in
AGM (M.S) Regional Operations Division BHEL 14 th 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) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in		
C	General		
	<ol style="list-style-type: none"> For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. 		



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	<p>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</p> <p>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.</p> <p>4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.</p>
12	Pricing Terms
A	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 :
A	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
A	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
B	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.
C	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
D	Bidder to submit invoices compliant with GST invoice Rules
E	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.
F	Bidder to ensure TAX INVOICE submission along with consignment
G	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.
H	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
I	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
J	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
K	<p>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.</p> <p>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.</p> <p>Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.</p>
15.	Taxes & Duties - Foreign Purchase — Imports
A	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	Payment Terms-
A	Indigenous: 100% payment in 90 days of receipt (45 days for MSE including Udyog Aadhar/ Udhyaam registered suppliers as per relevant act in force), 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.
B	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



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	<p>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.</p> <p>Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.</p>
C	<p>Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.</p> <p>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.</p>
D	<p>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.</p>
17	Inspection of Goods
A	<p>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.</p>
B	<p>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.</p> <p>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.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>
C	<p>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.</p>
D	<p>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.</p>
E	<p>REJECTION:</p> <p>If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:</p> <ul style="list-style-type: none"> a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL. <li style="text-align: center;">Or b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter. <li style="text-align: center;">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. <li style="text-align: center;">Or d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase. <li style="text-align: center;">Or e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier. <li style="text-align: center;">Or



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	f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
A	<p>Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder.</p> <p>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.</p>
19	Evaluation and Loading Criteria:
A	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>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.</p>
20	Variation of orders
A	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract
A	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
A	<p>a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills.</p> <p>b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</p>
23	Safety clause for purchase orders
A	<p>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.</p> <p>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.</p> <p>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.</p>
24	Non-Disclosure Agreement
A	<p>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 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 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.</u></p>



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	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>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.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. Administrative Mechanism for Resolution of CPSEs Dispute as stated in https://dpe.gov.in/guidelines/guidelines/chapters/2673.</p> <p>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."</p>
E	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
A	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	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.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
F	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 such security, the amount of performance security due shall be covered as per terms defined in NIT/ contract , from the bills along with due interest.
29	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) –



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	<p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of relevant document stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>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.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p>
A	<p>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.</p>
B	<p>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.</p> <p>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).</p> <p>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).</p> <p>In case of indivisible tender, the full quantity shall be awarded to L1.</p>
C	<p>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.</p>
D	<p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate/ Udyog Aadhar Memorandum certificate having deemed validity (five years from the date of issue in acknowledgement in EM II/ Udyog Aadhar) or valid NSIC certificate or EM II/ Udyog Aadhar certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited) or such other document as may be stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be</p>



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	<p>notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>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.</p> <p>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.</p>																								
30	<p>Integrity Pact (IP) — Independent external monitors (IEM)</p> <p>For tenders in which integrity pact is applicable, following points stand valid :</p>																								
A	<p>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.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <div><div><p>Name: -----</p><p>Address: -----</p><p>E-mail : -----</p></div><div>}</div><div>As indicated in NIT / enquiry</div></div>																								
B	<p>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.</p> <p>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.</p> <p>For all clarifications/ issues related to the tender, please contact:</p> <table><tr><td></td><td>(1)</td><td>(2)</td></tr><tr><td>Name</td><td></td><td></td></tr><tr><td>Landline No.</td><td></td><td></td></tr><tr><td>Mobile No.</td><td></td><td></td></tr><tr><td>Email</td><td></td><td></td></tr><tr><td>Dept.</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Fax</td><td></td><td></td></tr></table>		(1)	(2)	Name			Landline No.			Mobile No.			Email			Dept.			Address			Fax		
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31	<p>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 shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p>Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof :</p>																								
A	<p>Commitment by BHEL:</p> <p>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.</p>																								
B	<p>Commitment by bidder / Supplier / Contractor :</p>																								
B1	<ul style="list-style-type: none">- 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.																								



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B2	<p>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.</p>
B3	<p>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</p> <p>Declaration by Bidders We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____ 2.0 _____ 3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">(_____) For M/s _____ Seal and Sign</p>
33	<p>Public Procurement (Preference to Make in India), Order 2017 For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</p>
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines
I	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
II	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
III	<p>Bidder from a country which shares a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.



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IV	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 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. <p>Explanation –</p> <ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
V	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
VI	<p>Model certificate for Tenders</p> <p><i>“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].”</i></p>

Note:

1.0 Tender Specific conditions shall override relevant provisions of this GTC

2.0 In the event of any change as notified by Govt. of India same will supersede.

DECLARATION BY VENDOR

We declare that the following family firms or sister concern affiliates / subsidiary firms are participating in the tender No **E7023063**.

1.0. . . .
2.0. . . .
3.0. . . .
. . . .

I, . . . , hereby declare on behalf of M/s. . . . and the family firms or sister concern affiliates / subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No **E7023063**.

(.)
For M/s.
(Seal & Sign)

BHEL FRAUD PREVENTION POLICY

1.0 Introduction

BHEL, a public sector enterprise, is an integrated power plant equipment manufacturer and one of largest engineering and manufacturing company in India engaged in design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products and services for core sectors of the economy viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defense.

All organizations are subject to risks of fraud. Frauds negatively impact the reputation and brand value of organization. Vigilant handling of fraud cases within organisation sends clear signals to the public, stakeholders and regulators about the management attitude towards fraud risks and organisation's fraud risk tolerance.

All levels of management, staff, internal and external auditors have responsibility for dealing with fraud risk.

Section 143(3) (i) of the Company Act, 2013 requires auditors to report about the adequacy of internal Financial controls in the Company and the operating effectiveness of such controls. Further, as per General Direction issued by C&AG vide circular No. 294/CA-II/Cord/A/cs instructions/30-2008 dated 22.04.2010, auditors are required to comment on Risk of Frauds in their reports.

BHEL has already put in place various policies, systems and procedures to guide employees for undertaking various transactions within and outside organisation to conduct the same in a transparent & uniform manner e.g. Purchase Policy, Works Policy along with Delegation of Powers (DOP), HR Policy, Conduct, Discipline and Appeal Rules for employees, Standing Orders etc. Keeping in view the BHEL approach in following Corporate Governance principles proactively, it is appropriate that a Fraud Prevention Policy is formulated and implemented

2.0 Policy Objectives

2.1 Objective of the Policy is to provide a system for detection, prevention and reporting of a fraud detected or suspected; and handling of such matters pertaining to fraud.

2.2 The Policy is expected to ensure and provide for the following:

2.2.1 To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.

BHEL FRAUD PREVENTION POLICY

2.2.2 To provide a clear guidance to employees and others dealing with BHEL forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity;

2.2.3 To conduct investigations into fraudulent or suspected fraudulent activities; and

2.2.4 To provide assurance that any and all suspected fraudulent activity/ activities will be fully investigated.

2.2.5 To provide training on fraud prevention and identification.

3.0 Scope of Policy

The policy applies to fraud or suspected fraud in connection with business transactions with BHEL committed by employees, ex-employees working as advisors/ consultants, persons engaged on adhoc / temporary/ contract basis, vendors, suppliers, contractors, customers, lenders, consultants, service providers, any outside agencies or their employees/ representatives, or any other parties.

4.0 What is Fraud?

4.1 Fraud is any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or perpetrator achieving a gain.

4.2 As per Section.447(1) of The Companies Act, 2013 Fraud is defined as follows:

- **"fraud"** in relation to affairs of a company or anybody corporate, includes (a) any act, (b) omission, (c) concealment of any fact or (d) abuse of position committed by any person or any other person with the connivance in any manner -
 - with intent to deceive,
 - to gain undue advantage from, or
 - to injure the interests of the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss
- **"Wrongful gain"** means the gain by unlawful means of property to which the person gaining is not legally entitled.
- **"Wrongful loss"** means the loss by unlawful means of property to which the person losing is legally entitled.

BHEL FRAUD PREVENTION POLICY

5.0 Actions Constituting Fraud

5.1 While fraudulent or suspected fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud.

5.2 The list given below is only illustrative and not exhaustive:-

5.2.1 Forgery or unauthorised alteration of any document or account belonging to the Company

5.2.2 Forgery or unauthorised alteration of cheque, bank draft, E-banking transaction(s) or any other financial instrument etc.

5.2.3 Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.

5.2.4 Falsification of records, submitting fake claims or claims with altered documents / supporting, removing the documents from the files and / or replacing it by a fraudulent one etc.

5.2.5 Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is/are made to one and wrongful loss(s) to the others.

5.2.6 Utilizing Company funds / assets for personal or other than official purposes.

5.2.7 Verification and authorization / certification of bills for payment (goods / services) without completion of supply / completion of works as per Purchase Order / Work Order.

5.2.8 Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.

5.2.9 Wilful delay in reporting recoveries / adjustments from suppliers / vendors bills.

5.2.10 Allowing / unauthorized use of Company assets by outsiders like vendors / suppliers / sub-contractors.

5.2.11 Any other act that falls under the gamut of fraudulent activity.

BHEL FRAUD PREVENTION POLICY

6.0 Responsibility for Fraud Prevention

6.1 Following personnel's are responsible to ensure that there is no fraudulent act committed by them while performing any business transaction(s) with BHEL:

- Every employee
- Ex-employee working as advisor / consultant
- Person engaged on adhoc/temporary/contract basis
- Vendor / supplier / contractor / bidder / service provider
- Customer / Consultant
- Lender
- Any outside agency / their representative / employee who have a business relationship with BHEL

6.2 As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place, same should immediately be reported to Nodal officer

7.0 Nodal Officers and their Responsibility

7.1 Nodal Officer

Nodal officers shall be notified by management. All Direct Reporting Officers (DROs) to Unit Head / Construction Managers to be designated as Nodal Officers. List of Nodal Officer(s) would be displayed at BHEL web site / Intranet.

7.2 Fraud Prevention and Detection

All Nodal Officers shall be responsible for implementing the Fraud Prevention Policy of the Company and prevention and detection of fraud as per this Policy. It is the responsibility of all Nodal Officers to ensure that complete mechanism in respect of Fraud Prevention Policy is in place within his administrative / functional area of control.

7.2.1 Fraud Prevention

7.2.1.1 Create an ethical and transparent environment by training and implementing policies, guidelines and procedures.

7.2.1.2 Familiarise each employee with the types of improprieties that might occur in their area.

7.2.1.3 Educate employees regarding the measures to be taken for prevention and detection of fraud.

BHEL FRAUD PREVENTION POLICY

7.2.1.4 Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.

7.2.1.5 Promote awareness among the employees of ethical principles subscribed to by the Company through CDA Rules/Standing orders.

7.2.1.6 Maintain record of complaints/cases received and submit annual report to Nodal Officer in Corporate Finance.

7.2.2 Fraud Detection

Ensure that along with preventive controls, Detective mechanism are also in place. Some examples of detective mechanism are segregation of duties, reconciliation, audits, independent reviews, physical inspection, periodic inventory check, surprise checks etc.

8.0 Reporting of Fraud

8.1 All employees of BHEL, representative of vendors, suppliers, contractors, consultants, service providers or any other agencies doing any type of business with BHEL as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident. Such reporting shall be made to the designated Nodal Officers.

The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in position to give sequential and specific transaction of fraud / suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official/ employee / other person reporting such incident.

In case the reporter ask for protection, the protection available under Clause 5.0 of Whistle Blower Policy of Company notified vide Corporate HR Circular no. 024/LLX/2014 dated 16.09.2014 shall be extended to the reporter.

8.2 All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officers

8.3 Officer receiving input about any suspected fraud / Nodal officers shall ensure that all relevant records, documents and other evidence are immediately taken into custody and protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

BHEL FRAUD PREVENTION POLICY

9.0 Investigating Procedure

9.1 The "Nodal Officer" shall act as co-ordinator and refer the details of the fraud/suspected fraud to Unit head for intimating the same to the concerned Director. The Director after considering report of Nodal Office / Unit head may refer the case to Internal Auditor (IA) or Corporate Vigilance for further investigation.

9.2 This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. on their own as part of their day to day functioning.

9.3 After completion of the investigation, appropriate action which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.

9.4 Vigilance Department or IA shall report to concerned Director the result of the investigation undertaken by them to seek orders for further action.

10.0 Incorporation of Fraud Prevention Policy in Tenders /MOUs etc.

10.1 A clause may be added in all the NITs that

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

10.2 Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL web site, vendor portals of Units/ Regions intranet.

11.0 Administration and Review of the Policy

The Chairman and Managing Director, BHEL shall be the Appropriate Authority for administration and revision of this Policy.

Techno Commercial Bid Form for Enquiry E7023063-Annexure 12

Sl.no	DESCRIPTION	Additional Remarks	TO BE FILLED-IN BY THE BIDDER
1	Name of the supplier with Tel. No. / Fax Nos. /E-mail.		
2	Name & designation of the contact person		
3	Address of the works at which / inspection / delivery is offered.		
4	Complete acceptance to Technical Terms & conditions including Technical/Purchase Specs/QAPs as mentioned in clause no. 2 of Annex. – I of NIT	If 'No' your bid is liable for rejection.	YES / NO
5	Complete Acceptance to supply condition as mentioned in clause no. 3 of Annexure I of NIT	If 'No' your bid is liable for rejection.	YES / NO
6	Complete acceptance to all terms & conditions of NIT (Annexure I) of this tender enquiry.		YES / NO
7	Acceptance to bid evaluation criterion as per clause no. 6 of annexure - I	If 'No' your bid is liable for rejection.	YES / NO
8	Acceptance to Pricing Terms as per Clause No. 7 of annexure – I.	If 'No' your bid is liable for rejection.	YES / NO
9	Acceptance to Quantity allocation as per Clause No. 8 of annexure – I.	If 'No' your bid is liable for rejection.	YES / NO
10	Quoted delivery (in no. of working days) on FOR destination basis from date of LOI.		
11	Acceptance of delivery terms as per Clause No. 13 of annexure – I of NIT.		YES / NO
12	Acceptance of clause no 11 of Annexure I for transit insurance.		YES / NO
13	Acceptance to quantity tolerance as per clause No. 12 of annex I		YES / NO
14	Acceptance to BHEL's standard rejection replacement terms and for the final inspection of material after receipt at BHEL works and results shall be binding on the supplier as per clause no. 13 of annexure – I along with the advisory note of annexure I of NIT.	If 'No' your bid is liable for rejection.	YES / NO
15	Acceptance to taxes and duty as per clause no. 14 of annexure – I.	If 'No' your bid is liable for rejection.	YES / NO
16	Acceptance to payment terms as per clause.no 15 of annexure – I of NIT.		YES / NO
17	GST (specify percentage)		
18	HSN code		
19	Acceptance to the validity of the framework agreement as per clause no. 16 of Annexure I of NIT	If 'No' your bid is liable for rejection.	YES / NO
20	Acceptance to validity of 120 days of offer to be reckoned from the date of bid part-I opening as per Clause.no.: 17 of annexure – I.		YES / NO

21	Acceptance of penalty @ ½ % per week or part there of subject to max. of 10% on undelivered portion for delay in supply beyond agreed delivery as per clause 18 of annexure – I.		YES / NO
22	Acceptance to Guarantee clause as per clause no. 19 of annexure – I.		YES / NO
23	Acceptance to fraud prevention policy of BHEL (signed copy is to be submitted with bid part – I) as per clause no. 19 of annexure - I	If 'No' your bid is liable for rejection.	YES / NO
24	Acceptance of risk and cost as per clause no. 21 of Annexure I of NIT		YES / NO
25	Submission of Integrity pact as per clause no. 22 of annexure I of NIT supproting document (Ref Annexure 6)		YES / NO
26	Acceptance to the Conciliation clause as per clause no. 23 of Annexure I of NIT and Annexure 7	If 'No' your bid is liable for rejection.	YES / NO
27	Submission of certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition in Compliance to Make in India Circular issued by GOI as per clasue no. 24 of Annexure I of NIT	If 'No' your bid is liable for rejection.	YES / NO
28	Acceptance to General Terms and conditions as per BP 200102A and MM5527 (signed copy is to be submitted with bid part – I) as per clause no. 25 of Annexure I. Supprting document As per Annexure 8 & 9		YES / NO
29	Declaration as per Clause 26 of Annexure I of NIT in the format attached as annexure 10	If 'No' your bid is liable for rejection.	YES / NO
30	Submission of PQR documents as per clause no. 28 of Annexure I of NIT . Technical Spec, QAP & supporting annexure1,2,3,4&5.		
31	Udhyam Registration No. (Applicable for MSE's)		
32	EM II Certificate enclosed as per Annexure AA (Only For MSME bidder)		YES/NO/NA

Annexure -13

Declaration on Conflict of interest

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; 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;
- 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.,,

SOURCING STRATEGY & POLICY BHEL - NEW DELHI

AA:SSP:GFR
Dated: 12.12.2022

(Circular No. 28 of 2022-23)

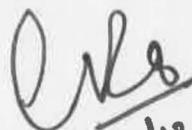
Sub: Conflict of Interest among Bidders/ Agents

Manual for Procurement of Goods has been updated by Department of Expenditure (DoE)/ Ministry of Finance on 01.07.2022. Clause 5.1.4 (ix) pertaining to Conflict of Interest among Bidders/ Agents has been included in the Manual.

Accordingly, the following clause shall form part of all NITs/ GCCs issued by the Units/ Regions/ Divisions:

*"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***


12/12/22

f) *In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:*

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

or

g) *A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or*

h) *In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."*

The above NIT condition shall be applicable for all enquiries issued on or after 01.01.2023. Appropriate decision shall be taken whenever above instances of conflict of interest comes to notice.

Accordingly, Units/ Regions/ Divisions may issue/ modify necessary work instructions/ departmental procedures etc.

This circular is for internal circulation only.

This issues with the approval of the Competent Authority.


(C. Venkat Rao)
GM/ SS&P

Distribution:

- All Heads of MM of Units/ Regions/ Divisions

Copy to:

- All Heads of Units/ Regions/ Divisions
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- Director (Fin)/(IS&P)/(Power)/(E, R&D)/ (HR) - for kind information
- SA to CMD - for kind info of CMD