

 <b>ENQUIRY</b> TWO PART BID BP_200101 E-TENDER	<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत)</b> <b>सामग्री प्रबंधन विभाग</b> <b>BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA)</b> <b>MATERIALS MANAGEMENT DIVISION</b>			ENQUIRY NO E7263095 ENQUIRY DATE 05/06/26 ENQUIRY DUE DATE 15/06/26
	TIN NO- 23573000001	ECC NO- AAACB4146PXM009	MPCT NO- HEL/05/01/0001/S15/11/79	
	PHONE NO : 91-755-2500100 FAX : 91-755-2500023 www.bhel.com			

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	0	1	0	NA	1	1	1	340664014
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION DELIVERY UPTO SITE INCLUDING FREIGHT & INSURANCE.				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		N	TECHNICAL CONDITION TRANSFORMER OIL				
	SAMPLE		N					
	GATE PASS		Y	INSPECTION CONDITION BY BHEL/TPIA/CUSTOMER AT BHEL/SUPPLIER'S WORKS.				

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

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	BP9096061373	TRANSFORMER OIL FOR BHEL, BHOPAL AS PER TRE-158.	KL	30000.000	30	1	30000.000	806	31/08/27

**REMARK** 1. THIS IS A OPEN TENDER ENQUIRY. 2. PLEASE REFER ANNEXURE-I (SPECIAL TERMS & CONDITIONS), ANNEXURE-II (PRICE SCHEDULE), ANNEXURE-III (OIL QUANTITY) AND ANNEXURE-IV (VENDOR QUALIFYING CRITERIA) FOR DETAIL. 3. DELIVERY DATE MENTIONED IN ENQUIRY SHEET IS TENTATIVE. THIS ENQUIRY IS FOR RATE CONTRACT/ FRAMEWORK AGREEMENT AND HENCE ACTUAL DELIVERY DATE WILL BE MENTIONED IN INDIVIDUAL POS. 4. OFFER SHOULD BE COMPLETE IN ALL RESPECTS. IN COMPLETE OFFERS ARE LIABLE TO BE REJECTED. 5. LATE OFFERS SHALL NOT BE ENTERTAINED.

**DRAWING** N **PURCH SPEC** Y **CATALOGUE** N **Quality Surveillance Plan** Y **TWO PART BID** Y

**NOTE:** BHEL, BHOPAL'S Standard Terms & Conditions BP200102C/BP205316 for imports and BP200102C/ BP205316 for indigenous procurements form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

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

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

1. This is only a request for Quotation & not an order.
2. Small Scale industries should indicate SSI Regn. No. in Quotation/invoice.
3. In case you are not making an offer against this Enquiry, we request you to post a regret letter.
4. Indian vendors to please indicate GSTIN on their quotation.

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

Documents Enclosed  
 1. Drawing. 3. Purchase specification.  
 2. Catalogue. 4. Quality Surveillance Plan.

**NAME :** SHRI RAJESH KUMAR RAI

**DESG :** ENGINEER  
 0755-2503163  
 rk.rai@bhel.in

**SIGN & SEAL**

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SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
OFFICE COPY		1	0	NA	1	1	1	340664014
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION DELIVERY UPTO SITE INCLUDING FREIGHT & INSURANCE.				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		N	TECHNICAL CONDITION TRANSFORMER OIL				
	SAMPLE		N					
	GATE PASS		Y	INSPECTION CONDITION BY BHEL/TPIA/CUSTOMER AT BHEL/SUPPLIER'S WORKS.				

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DRAWING		N	PURCH SPEC		Y	CATALOUGE		N	PLAN		Y	TWO PART BID			Y
SUPP CD.	SUPP NAME					MSME	STATUS	PMD	Cust Appr	S.NO	INDENT NO	ITEM NO	CATEGORY	ENQUIRY QTY.	
										1	340664014	1	271100	30000.000	

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

<b>SPECIAL REMARKS:</b> Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.	<b>NAME :</b> SHRI RAJESH KUMAR RAI <b>DESG :</b> ENGINEER 0755-2503163 rk.rai@bhel.in <div>SIGN &amp; SEAL</div>
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**ANNEXURE-I REV-00**  
**To Enquiry No. E7263095**  
**SPECIAL TERMS & CONDITIONS OF ENQUIRY FOR**  
**TRANSFORMER OIL RATE CONTRACT**  
**FOR BHEL BHOPAL 2026-2028 (2 YEARS)**

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

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

SL. No.	DESCRIPTION	VENDOR'S REMARKS (Y/N)
1.0	<b>TWO PART BID:</b>	
1.1	Online quotations are invited in <b>Two Part Bid System</b> for Rate Contract for supply of <b>Transformer Oil</b> for BHEL Bhopal requirement, as per BHEL Enquiry specification. Details are as mentioned below:	
1.2	Online quotations are invited in <b>Two Part Bid System (Techno-Commercial Bid – Part: 1 &amp; Price Bid – Part: 2, separately)</b> for supply of goods as per BHEL Enquiry specification. A blank copy of price bid (without indicating price) should be kept in Techno commercial bid (Part -1)	
1.3	Online tender in two part bid system should be submitted at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> . Late tender shall NOT be entertained.	
1.6	Late tenders shall not be entertained and shall be summarily rejected.	
2.0	<b>VENDOR PRE-QUALIFICATION REQUIREMENTS (PQR):</b>	
2.1	<b>Technical &amp; Commercial pre-qualification requirements for vendors</b> for BHEL Bhopal requirement , are given in enclosed <b>Annexure-IV</b> . Vendors are requested to go through the same, and submit the Annexure duly signed and sealed along with Part-1 Techno-Commercial bid. <b>Documentary proof for all the parameters <u>must</u> be enclosed. Relevant documents</b> , as proof of meeting <b>each</b> clause of the PQR, <b><u>must</u></b> be submitted along with Part-1 Techno-commercial Bid.	
2.2	Bids received without documentary proofs are liable to be rejected for not meeting PQR requirements. Price bid of such vendors will not be opened.	
2.3	Offers from vendors not meeting the Pre-qualification requirements, shall be rejected, and Part-2 Price bid of such vendors will not be opened.	
2.4	<b>Unregistered Vendors:</b>	
	a) Unregistered vendors shall submit application for supplier registration in BHEL on <a href="https://www.bhel.com">https://www.bhel.com</a> or <a href="https://supplier.bhel.in">https://supplier.bhel.in</a> .	
	b) Application for registration as vendor should be submitted separately on above website.	
3.0	<b>RATE CONTRACT (RC) PERIOD AND THE QUANTITIES:</b>	
3.1	<b>Rate Contract period:</b> Although quantities are mentioned for year 2026-27 & 2027-28, but the rate contract will be valid for the period of two years from the date of finalization of RC for ordering and further 3 months for oil supplies after expiry of RC for ordering.	
3.2	<b>Rate Contract Quantities for RC period of 2 years:</b>	
3.2.1	<b>BHEL Bhopal: 30000 kL</b>	
3.2.2	Year-wise quantity requirement of Oil for BHEL Bhopal is given in <b>Annexure-III</b>	

	enclosed.											
3.2.3	Quantity variation of $\pm 30\%$ may be there in total RC quantity.											
3.3	Other units of BHEL (including sites) can also use this RC for placing order, subject to confirmation from BHEL Bhopal.											
4.0	TECHNICAL EVALUATION, PRICE EVALUATION TO ASCERTAIN L1 VENDOR & SPLITTING OF QUANTITY AMONGST VENDORS:											
4.1	Pre-Qualifying Requirements (Technical and commercial) for BHEL Bhopal are specified. Techno- Commercial offers of only those bidders will be evaluated who will meet the PQR.											
4.2	Technical offers will be evaluated for BHEL Bhopal requirements. Technical specifications for different variants of transformer oil are enclosed along with enquiry. Bidder should have capability to supply all the Transformer oil specification/ Variants as mentioned in Annexure-IIA.											
4.3	Offers will be evaluated on L1 basis for Transformer oil Specification TRE-158 rate.											
4.4	BHEL Bhopal requirement. Enquiry is for BHEL Bhopal requirement in which rate is to be quoted for base transformer oil confirming to TRE-158 specification. Differential price has been fixed for higher variants.											
4.6	Splitting of Quantities amongst vendors:											
	No. of Techno Commercially Qualified Vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10	
	2	100										
	3	65	35									
	4	48	32	20								
	5	37	29	19	15							
	6	31	25	19	14	11						
	7	27	23	18	13	11	8					
	8	24	20	18	13	10	8	7				
	9	21	19	17	13	10	8	7	5			
	10	20	18	15	13	10	8	7	5	4		
	11	19	17	15	13	10	8	7	5	4	2	
B	RC oil quantity shall be split amongst vendors in above mentioned ratios as per number of techno commercially qualified vendors in the tender.											
C	Quantity for L1 Vendor: RC quantity as per above mentioned ratio of L1 vendor (in line with number of techno commercially qualified vendors) shall be finalized on L1 vendor for individual items, subject to price reasonability.											
D	Quantity for L2 Vendor: RC quantity as per above mentioned ratio of L2 vendor (in line with number of techno commercially qualified vendors) shall be offered to L2 vendor for individual items, on L1 rates. If L2 vendor accepts the offer, then RC for that quantity will be finalized on L2 vendor. If L2 vendor refuses to accept the offer, then L1 rates will be offered to L3 vendor, and so on. If no vendor accepts the offer, then RC for that quantity will also be finalized on L1 vendor.											
E	Quantity for L3 Vendor: RC quantity as per above mentioned ratio of L3 vendor (in line with number of techno commercially qualified vendors) will be offered to L3 vendor for individual items, on L1 rates. If L3 vendor accepts the offer, then RC for that quantity will be finalized on L3 vendor. If L3 vendor refuses to accept the offer, then L1 rates will be offered to L4 vendor, and so on to the techno commercially qualified vendors. If no vendor accepts the offer, then RC for that quantity will also be finalized on L1 vendor.											



<b>F</b>	All efforts will be made by BHEL to maintain proportionate quantity distribution amongst vendors to the extent possible. However, vendors to note that quantity distribution may vary slightly at the time of final ordering due to ordering on “Total cost to BHEL” basis.	
<b>G</b>	<b>Quantity variation for split quantities:</b> Quantity variation of <b>±30%</b> will be applicable for individual vendors on split quantities.	
<b>4.7</b>	a) Price Evaluation of rates and relative status of vendors shall be done on the basis of landed cost at BHEL Bhopal basis only (as final destination is not known at this time). Freight charge shall be calculated as per rates mentioned in Annexure IIA .	
	b) Minimum distance (in km) shall be taken from Google Maps from supplier’s main plant/ refinery to BHEL Bhopal to maintain uniformity of quotations and ease of bid evaluation.	
	c) In case of main plant/refinery location in same city for different vendors, distance of city (but not the location of individual plant) from BHEL Bhopal as per Google Maps shall be taken for evaluation of offers.	
	d) If vendor has more than one plant/refinery, main plant/refinery (from where major dispatches will be effected) shall be mentioned in offer for evaluation purpose and to ascertain relative status of vendors.	
	e) The distance shall be informed by BHEL to all Techno-commercial qualified bidders prior to price bid opening	
	f) If the vendor has more than one plant/refinery, vendor shall furnish the complete addresses of it’s plants/refineries from where vendor has facilities to supply the Transformer oil to BHEL works /BHEL’s various project site/s. At the time of ordering, BHEL will ascertain the “lowest Total cost to BHEL” among vendor’s different refineries i.e. supply from nearest refinery to BHEL works /BHEL’s project site/s and final ordering for BHEL works /BHEL’s project site/s shall be done based on “lowest Total cost to BHEL” basis.	
<b>5.0</b>	<b>BASE RATES FOR QUOTATION FOR PRICE VARIATION (PVC) PURPOSE:</b>	
<b>5.1</b>	Base rate for quotation of <b>TRE-158 Transformer Oil</b> shall be quoted on basis of TOBS rate applicable on the <b>1<sup>st</sup> working day of the month, ONE MONTH prior to technical bid opening.</b>	
<b>5.2</b>	Base rate for Barrels/ Drums should be the rate applicable on the <b>1<sup>st</sup> working day of the month, ONE MONTH prior to technical bid opening.</b>	
<b>5.3</b>	Relevant IEEMA circular copy should be submitted as a proof, along with the techno-commercial bid (Part-1).	
<b>6.</b>	<b>PVC FORMULA:</b>	
<b>6.1</b>	<b>PVC Formula for Transformer Oil:</b>	
	<b>PVC Formula:</b>	<b><math>P = P_o + F_c (T_b - T_{bo})</math></b>
	<b>P</b>	Payable Price of Oil in ₹ /- kL, at the time of supply.
	<b>P<sub>o</sub></b>	Finalized price (in RC) of Oil (in ₹ /- kL), with base rate of TOBS as applicable on <b>1<sup>st</sup> working day of the month, ONE MONTH prior to technical bid opening.</b>
	<b>F<sub>c</sub></b>	<b>=1.1.</b> Financial constant to cover finance cost & other charges
	<b>T<sub>b</sub></b>	Price of TOBS in ₹ /- kL as applicable on 1st working day of the month just prior to the month of dispatch, as declared in IEEMA circulars on monthly basis.
	<b>T<sub>bo</sub></b>	Price of TOBS in ₹ /- kL as applicable on <b>1st working day of the month, ONE MONTH prior to technical bid opening.</b>
<b>6.2</b>	<b>PVC Formula for Steel Barrels/ Drums:</b>	

	<b>PVC Formula:</b>	<b>Pb = Dbo + 4.80 (D-Do)</b>	
	<b>Pb</b>	Payable Price of Steel Barrel in ₹/- kL, at the time of supply.	
	<b>Dbo</b>	Price of Steel Barrel (in ₹/- kL) as per Annexure-IIA	
	<b>4.80</b>	Factor to convert per barrel price to per kL price.	
	<b>D</b>	Steel Barrel price in ₹/- barrel as applicable on 1st working day of the month just prior to the month of dispatch, as declared in IEEMA circulars on monthly basis.	
	<b>Do</b>	Steel Barrel price in ₹/- barrel, as applicable on 1st working day of the month, ONE MONTH prior to technical bid opening.	
<b>7.0</b>	<b>TAXES AND DUTIES :</b>		
<b>7.1</b>	Suppliers have to submit offer in compliance to GST. All the statutory Taxes & Duties shall be paid extra as applicable.		
<b>7.2</b>	Please furnish the following details for GST compliant offer.		
	a) Type of Item (Supply/Trading/Services),		
	b) Input Tax Credit Applicable (Y/N),		
	c) GST Type (IGST/CGST+SGST/UGST),		
	d) HSN /SAC code		
	e) Applicable value/ rate of GST.		
	f) GSTIN No		
<b>7.3</b>	In case, GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied on BHEL (if any).		
<b>7.4</b>	In case, vendor delays declaring any 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/contractor along with interest levied on BHEL (if any).		
<b>8.0</b>	<b>FREIGHT RATES:</b>		
<b>8.1</b>	Freight rates applicable for this RC are mentioned in <b>Annexure-IIA</b> .		
<b>8.2</b>	Freight rates shall remain <b>FIRM</b> during the period of this RC.		
<b>8.3</b>	<b>a. Detention Charges for Trucks:</b> Detention charges for Trucks are payable at the rate of ₹ 40/- per kL per day, in case any Truck is detained beyond <b>3 days</b> . <b>b. Detention Charges for Tankers:</b> Detention charges for Tankers are payable at the rate of 2 times the detention charges for trucks, as mentioned above, in case any Tanker is detained beyond <b>3 days</b> . <b>c.</b> Total detention charges shall be limited to maximum of 50 % of the basic freight charges.		
	<b>d.</b> Suppliers have to submit the documentary proof issued by BHEL/BHEL's customer representative for reporting and exit date at BHEL Works/ BHEL's projects site in support of claiming the detention charges.		
<b>8.4</b>	<b>Unloading at site:</b> Unloading of material at site shall be in BHEL's scope in normal condition. However, unloading charges shall be paid at the rate of ₹ 160/- per kL, if mentioned in PO or confirmed specifically by MM division.		
<b>9.0</b>	<b>TRANSIT INSURANCE:</b>		
<b>9.1</b>	Transit insurance shall have to be arranged by the vendor. However, in case if dispatch is on BHEL account through BHEL approved transporter, insurance shall be		

	done by BHEL.	
<b>10.0</b>	<b>BANK GUARANTEE:</b>	
<b>10.1</b>	<p>Performance security as per format provided by BHEL for ₹ 25 Lacs or 1% of contract value whichever is lower in the name of BHEL Bhopal, valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p><b>a) Performance security amount may be furnished in the following forms:</b></p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>Performance Security amount needs to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations</p>	
<b>11.0</b>	<b>DUTY BENEFIT / INVALIDATION OF IMPORT LICENSE</b>	
<b>11.1</b>	Transformer Oil, for which import License (IL) are available with BHEL, shall be purchased through invalidation of IL in favor of bidders or through Advance Release Order (ARO). The bidders shall indicate acceptance/preparedness to execute supply of oil through invalidation route/ARO route and shall also submit details of procedure to be followed, documents to be disclosed from their side and the documents required from BHEL.	
<b>11.2</b>	The prices of oil (excluding drum price) would be reduced to the tune of applicable customs duty amount. The value on which custom duty amount will be passed on to the BHEL shall be the rate of finished oil (after updating as per IEEMA circular) for the month in which invalidation/consent letter is given. Relevant documentation for availing duty benefits/Excise benefit shall be arranged by BHEL/vendor for their respective part.	
<b>11.3</b>	The procedure for availing dispatch through invalidation of Import License shall be as below:	
	i) Availability of IL for particular project and requirement of invalidation shall be mentioned in Purchase Order of Transformer Oil.	
	ii) Vendor will give request letter for arranging Invalidation, mentioning PO Number, Item, quantity and Invoice value.	
	iii) Invalidation letter from DGFT will be arranged by BHEL in favour of vendor, based on this request letter. Invalidation letter along with a copy of original license will be given to vendor.	
	iv) Vendor to arrange Advance License from DGFT before dispatch of oil.	
	v) Oil shall be dispatched to site from vendor's works, after receiving dispatch	

	clearance from BHEL/ customer.	
	vi) Vendor to submit invoice to BHEL, incorporating reduction in price due to customs duty benefit with complete details and supporting calculations.	
	vii) BHEL will send one copy of invoice to customer for endorsement, with sign and stamp, as proof of receipt of oil at site. Same invoice copy to be endorsed, with sign and stamp, by the Jurisdictional Authority at site.	
	viii) This endorsed copy of invoice, then will be handed over to vendor for completing the formalities of closing of license.	
<b>11.4</b>	Vendor may please inform the change (if any) in above mentioned procedure due to implementation of GST.	
<b>11.5</b>	Vendor has to provide all required documents like GSTN copy, IEC detail, consent letter etc. asked by the DGFT from vendor so as to avail the import benefit through invalidation mode.	
<b>12.0</b>	<b>PAYMENT TERMS:</b>	
<b>12.1</b>	For site deliveries, 100% payment along with taxes, duties & freight charges shall be paid within 90 days ((45 days for MSE registered suppliers as per relevant act in force) from the date of receipt of oil at <b>site/ at BHEL Bhopal</b> .	
<b>12.2</b>	For site deliveries, payment however, shall be processed only after production of receipted challan / LR /accepted BHEL BHE Advice Note/ MICC or CIP (if applicable) from customer.	
<b>12.3</b>	For deliveries to BHEL Bhopal in Tankers, payment shall be processed after receipt and acceptance of Oil and issue of accepted SRV by BHEL.	
<b>12.4</b>	MSE suppliers have to submit the valid MSE certificate (UDYAM) in support of it's MSE status	
<b>13.0</b>	<b>TEST CERTIFICATES &amp; INSPECTION REPORTS:</b>	
<b>13.1</b>	Test certificates shall be provided, along with supplies, as per relevant specification in triplicate for (i) Finished oil (ii) Barrel (If required by BHEL/End customer). However, one copy of inspection reports shall be furnished to BHEL Bhopal (as applicable).	
<b>13.2</b>	After receipt of oil at site, joint verification of material with BHEL's customer / BHEL's representative shall be done and Material Receipt Certificate (MRC) shall be taken from BHEL's customer/ BHEL's representative, if desired by BHEL.	
<b>13.3</b>	Test Certificate shall have unique number for each case & shall not be repeated.	
<b>14.0</b>	<b>PURCHASE ORDERING.</b>	
<b>14.1</b>	Individual purchase order shall be issued to vendors as per BHEL requirement. Consignee details, approximate distance (in km) from vendor's work to site and Import license No. for invalidation (if applicable) shall be mentioned in PO.	
<b>14.2</b>	Other documents required for inspection (especially for POWERGRID or NTPC cases) i.e. BBU/ R&D Plate Drawing/ MQP etc. (as applicable) shall be furnished to vendor along with PO/ at the time of inspection at vendor's works.	
<b>14.3</b>	Quantity variation of $\pm 5\%$ shall be acceptable for supply of transformer oil in Tanker ( BHEL's Works) against each dispatch instruction given by MM.	
<b>14.4</b>	The distance from supplier's works to site shall be taken as shortest distance as per Google Maps.	
<b>15.0</b>	<b>DELIVERY DATE IN PO.</b>	
<b>15.1</b>	Delivery date in PO shall be mentioned <b>tentatively</b> as per BHEL requirement.	
<b>15.2</b>	Vendor to arrange for customer inspection / third party inspection as per the approved QAP furnished by BHEL or as per PO terms.	
<b>15.3</b>	Inspection / test certificate / other technical documents shall be arranged by vendor	

	based on provisional dispatch clearance.	
<b>15.4</b>	Oil shall be offered for inspection <b>within 3 weeks</b> on receipt of purchase order/BHEL request for oil readiness for inspection, whichever is later.	
<b>15.5</b>	<b>a. Dispatch Clearance:</b> On getting inspection report/TC/CIP/MICC etc. (as the case may be), the final dispatch clearance shall be given to the vendor by BHEL.	
	<b>b. Dispatch of Oil:</b> Oil shall be dispatched within a period of 15 days from the date of furnishing of this final dispatch clearance.	
	<b>c. Submission of dispatch documents to BHEL for issuance of BHE Advice Note:</b> Dispatch documents i.e. legible scanned copies of Invoice, LR & e-way bill shall be furnished to BHEL immediately after dispatch for issuance of BHE Advice Note.	
	<b>d. Submission of dispatch documents to BHEL:</b> Dispatch documents i.e. Invoice, Consignee LR (in original), e-way bill, test certificates, consolidated dispatch details and CIP/MICC/Dispatch Clearance from BHEL's customer (as applicable) shall be submitted to BHEL (Transformer Sales Department) within 7 days of dispatch of last truck (i.e. date of last LR). One set of above mentioned documents shall be submitted in MM-TCB for issue of BHE Advice Note. Also, bills for payment shall be submitted in Finance department at the earliest possible (but not later than 30 days from date of dispatch of last truck (i.e. date of last LR)).	
	<b>e. Receipt of Oil at site:</b> Oil should reach respective sites not later than <b>30 days</b> from the date of furnishing of final dispatch clearance.	
<b>16.0</b>	<b>PENALTY FOR LATE DELIVERY.</b>	
<b>16.1</b>	In case of delays in supplies, BHEL will enforce penalty @ ½ % per week of delayed portion, subject to maximum of 10% of the PO value, if dispatch or receipt of material is delayed beyond the period mentioned in point 15.5.b and 15.5.e respectively.	
<b>17.0</b>	<b>RISK PURCHASE</b>	
<b>17.1</b>	Except in case of standard force-majeure conditions or where dispatch clearance has not been given by BHEL, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at the risk and cost of vendors.	
<b>18.0</b>	<b>GUARANTEE.</b>	
<b>18.1</b>	Oil should be guaranteed for a period of 12 months from the date of use or 24 months from the date of dispatch, whichever is earlier.	
<b>19.0</b>	<b>BARREL (DRUM) :-</b>	
<b>19.1</b>	Oil should be dispatched either in Tankers (BHEL's Works) or in steel barrels/drums as per BHEL requirement. Price of Barrel is indicated in <b>Annexure-IIA</b> .	
<b>19.2</b>	The Barrels/Drums should conform to IS-1783, part –I, Grade – A, type -2. Nominal oil capacity of the barrel should be 210 liters at 29.5°C. It should also comply with following requirements :	
	<b>i) For indigenous domestic requirement,</b> steel barrels should be painted with oil resistant epoxy paint of minimum 25 micron thickness from inside and with enamel paint of minimum 40 micron thickness with suitable primer and paint coating each of minimum 20 micron thickness from outside.	
	<b>ii) Alternatively,</b> barrels should be hot dip galvanized conforming to IS: 4759 for protection against atmospheric corrosion.	
	<b>iii) For export requirement,</b> steel barrels should be painted with oil resistant epoxy paint of minimum 25 micron thickness from inside and with Polyurethane paint of minimum 40 micron thickness with suitable primer and paint coating each of	

	minimum 20 micron thickness from outside. Alternatively, barrels should be hot dip galvanized conforming to IS: 4759 for protection against atmospheric corrosion.	
<b>19.3</b>	Color of drums shall be different for different vendors. Vendors to mention the preferred color in their offer (in this row). Final color shall be allocated to each vendor at RC finalization stage.	
<b>19.4</b>	Oil drums shall be filled with dry Nitrogen cushion.	
<b>19.5</b>	<b>Palletization:</b> Oil drums may be put in wooden pallets for export or other jobs. Vendor has to carry out the work, if asked for, as per standard specification so that during transportation, loading & unloading there is no damage to the drums. Palletization should be such that it is amenable to lifting by mobile crane/forklift/EoT crane. Rates for palletization have been fixed in <b>Annexure – IIA</b> .	
<b>19.6</b>	Any other requirement for meeting export obligation, if arises shall be paid by BHEL on actual basis.	
<b>19.7</b>	Barrel shall have unique No for each case without repetitions	
<b>19.8</b>	Barrel Cleaning Certificate from Inspector to be furnished, if required.	
<b>19.9</b>	Barrel Sealing Certificate to be obtained from Inspecting Agency, and furnished to BHEL, if required.	
<b>20.0</b>	<b>INSPECTION &amp; TESTING AT VENDOR'S WORKS:</b>	
<b>20.1</b>	Customer and/or BHEL's authorized agency like CQA and/or BHEL authorized third party shall carry out the inspection of oil at vendor's works. Vendor shall provide all assistance during inspection. However, final acceptance of the oil shall be based on the inspection carried out at our works / customer's site. In case of non-acceptance by customer/BHEL, oil shall be replaced at site without any financial implication to BHEL.	
<b>20.2</b>	Drum sealing certificate to be obtained from inspecting agency for inspected Oil Drums, if required.	
<b>20.3</b>	Oil shall be offered for inspection within 3 weeks on receipt of purchase order/ BHEL request for oil readiness for inspection, whichever is later.	
<b>20.4</b>	<p><b>a.</b> In case, as per Customer / BHEL requirement, transformer oil is also required to be tested at ERDA / CPRI /any other NABL accredited laboratory, the vendor will have to coordinate with these testing agencies for smooth &amp; early testing. The testing charges at above labs (as applicable) shall be reimbursed by BHEL, at actuals, upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).</p> <p><b>b.</b> Based on customers / BHEL's requirements, sometimes oil sample from the same lot may be required to be sent to CPRI as well as ERDA for conducting different tests, by different methods. In such cases test charges for both ERDA as well as CPRI shall be reimbursed by BHEL, at actuals, upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).</p>	
<b>20.5</b>	Approved quality plan of customer as provided by BHEL shall be followed	
<b>21.0</b>	<b>TESTING OF TRANSFORMER OIL AT SITE:</b>	
<b>21.1</b>	Some of our customer's insist for testing of transformer oil at site after receipt but before filling in the transformer. In such case, customer / BHEL vendor shall arrange for testing of sample as per relevant specification at <b>BHEL Lab or Customer Lab or CPRI or ERDA or any other NABL accredited lab</b> and check the adequacy of results. The procedure shall be as follows:	
<b>21.2</b>	One sample of 5 Litre shall be taken jointly from every 50 KL or part there off of oil supplied to site in glass bottles arranged by the vendor free of cost. One additional	

	oil sample of 5 Litre shall also be taken as stand by requirement. Drums are to be identified for every 50 KL of oil. The oil sample taken shall be identified, sealed properly and shall be tested at BHEL or customer's lab or independent NABL approved laboratory. All necessary coordination shall have to be done by the vendor. Testing charges shall be paid to the vendor upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).													
<b>21.3</b>	In case, the results of first oil sample do not meet the requirements of relevant specification, the stand by oil sample shall be tested in an independent NABL accredited laboratory like CPRI or ERDA as per the preference of customer/BHEL. Re-testing at independent Lab shall have to be coordinated by the vendor and testing charges for the same has to be borne by them. Customer or BHEL or their representatives may witness the test in the independent laboratory at their discretion.													
<b>21.4</b>	The test result obtained from above independent laboratory shall be binding on the vendor. In case, test parameters are not in line with the relevant specification, the oil shall be rejected and vendor shall have to replace the same with fresh oil meeting the specified characteristics as per relevant specification immediately, free of cost. Customer or BHEL or their representative may witness the inspection again at supplier's works.													
<b>22.0</b>	<b>INTEGRITY PACT (IP):</b>													
<b>22.1</b>	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1"> <thead> <tr> <th>Sl</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td></tr> <tr> <td>2.</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td></tr> <tr> <td>3.</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td></tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><i>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</i></p>	Sl	IEM	Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>	2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>	3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>	
Sl	IEM	Email												
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>												
2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>												
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>												



	<p>(1) Name: Rajesh Kumar Rai Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 3163 Email: <a href="mailto:rk.raai@bhel.in">rk.raai@bhel.in</a></p>	<p>(2) Name: Dharmendra Varyani Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3409 Email: <a href="mailto:dvaryani@bhel.in">dvaryani@bhel.in</a></p>	
<b>22.2</b>	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.		
<b>23.0</b>	Public Procurement policy (Preference to Make in India) – "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 19.07.2024 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".		
<b>24.</b>	Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.		
<b>25.0</b>	<b>Reverse Auction (RA):</b>		
<b>25.1</b>	<p>“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among the techno commercially qualified bidders.</p> <p>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 price bid quoted through NIC portal along with applicable loading, if any, shall be considered for ranking.”</p>		
<b>25.0</b>	<b>GENERAL TERMS &amp; CONDITIONS OF CONTRACT</b>		
<b>25.1</b>	The above terms and conditions shall be read in conjunction with BHEL’s Standard Terms and Conditions of Enquiry Form No. BP 200102C. Same is enclosed for ready reference. Vendors to submit signed copy of BP 200102C along with techno commercial bid.		
<b>25.2</b>	Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure will prevail.		
<b>25.3</b>	<p>Conflict of Interest:</p> <p>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</p>		

	<p>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:</p> <ul style="list-style-type: none"> <li>a) they have controlling partner (s) in common; or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/agent for purposes of this bid; or</li> <li>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</li> <li>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;</li> <li>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal; or</li> </ul> </li> <li>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</li> <li>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.</li> </ul>	
<b>25.4</b>	<b>Validity of the quotation:</b> Quotation should be valid for 120 days from the date of techno-Commercial bid opening.	

**Annexure -IIA**  
**To Enquiry No. E7263095**  
**I. PRICE SCHEDULE FOR TRANSFORMER OIL**

**Transformer Oil for BHEL Bhopal:**

**A. PRICE SCHEDULE FOR FINISHED TRANSFORMER OIL (TRE: 158):**

Sl. No.	Oil Type	Rate (₹/ kL)
1	Finished Transformer oil confirming to <u>Specification TRE 158</u>	To be quoted by vendor

**B. DIFFERENTIAL PRICE OVER TRE-158 (BASE SPEC.)  
FOR FINISHED TRANSFORMER OIL OF OTHER VARIANTS**

Sl. No.	Transformer Oil Type/Specification	Differential Rate (₹/ kL) over TRE-158
1	IEC: 60296 (Ed-2020-Type-B)	+ 2,610.00
2	IEC: 60296 (Ed-2020-Type-A)	+ 16,770.00
3	R13 Inhibited POWERGRID Specification	+ 16,770.00
4	NTPC Specification	+ 6,710.00
5	TRE-186 Specification	+ 6,710.00
6	TRE-176 Specification	+ 16,770.00
7	NPCIL Specification	+ 12,430.00
8	Extra for Inhibitor	+ 1,860.00
9	Extra for Naphthenic Content > 46%	+ 14,220.00
10	Differential rates as indicated above, will be added to the base price of transformer oil as quoted for oil to the specification TRE-158, to arrive at the applicable rate for individual variants.	
11	GST extra as applicable. Please mention rate of applicable taxes & duties.	

**II. PRICE SCHEDULE FOR STEEL BARREL/ DRUM:**

Sl. No.	Type	Rate (₹ / kL)
1.	Domestic Requirement	<b>12,180.00</b>
2.	Export Requirement	<b>13,440.00</b>
3.	GST extra as applicable. Please mention rate of applicable taxes & duties.	

### III. PRICE SCHEDULE FOR FREIGHT CHARGES:

Sl. No.	Type	Rate (₹ / kL/ km)
1.	For Oil dispatched in Truck (in Barrels/ Drums)	<b>4.25</b>
2.	For Oil dispatched in Tanker (BHEL's Works)	<b>4.50</b>
3.	For Oil dispatched in wooden Palletized Barrels (Freight rate shall be doubled for dispatch in palletized barrels, because loading capacity of truck will be reduced to approx. 50%)	<b>8.50</b>
4.	GST extra as applicable. Please mention rate of applicable taxes & duties.	

### IV. PRICE SCHEDULE FOR WOODEN PALLETS:

Sl. No.	Type	Rate (₹/ Barrel)
1.	Wooden Pallets for barrels	<b>400/-</b>
2.	GST extra as applicable. Please mention rate of applicable taxes & duties.	

### V. PRICE SCHEDULE FOR DETENTION CHARGES:

Sl. No.	Type	Rate (₹ / kL / day)
1.	For detention of truck at site beyond 3 days	<b>40/-</b>
	GST extra as applicable. Please mention rate of applicable taxes & duties.	

### VI. PRICE SCHEDULE FOR UNLOADING CHARGES AT SITE:

Sl. No.	Type	Rate (₹/ kL)
1.	For Unloading of drums at site	<b>160/-</b>
	GST extra as applicable. Please mention rate of applicable taxes & duties.	

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Signature & Seal of Vendor

**ANNEXURE- III**  
**To Enquiry No. E7263095**

**TRANSFORMER OIL QUANTITIES (FY 2026-27 & FY 2027-28)**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>2026-27</b>	<b>2027-28</b>	<b>Vendor's Remarks (Y/N)</b>
1.	Transformer Oil of Specs as per Annexure-IIA for site requirement (tentative)	15,000 kL	15,000 kL	
2.	Total Quantity	15,000 kL	15,000 kL	
3.	Quantity variation	± 30% on total quantity (30000 kL)		
4.	Requirement is mentioned for two financial years viz. 2026-27 & 2027-28 for calculation purpose. However, RC will be valid for 2 years from the date of finalization of RC for ordering, and further 3 months for supply of transformer oil.	-		
5.	Rate of other variants of oil/ Oil with inhibitor/ Oil with high Naphthenic content etc. shall be calculated by addition of the differential rate to the base rate of TRE 158, as mentioned against each type in Annexure-IIA.	-		
6.	BHEL Jhansi can also use this RC for their requirement of specific grade Transformer Oil covered in this RC.	-		

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**Signature & Seal of**

## **I. COMMERCIAL PRE-QUALIFICATION REQUIREMENTS**

<b>1.1</b>	Should have their own tankers/ trucks or tie up with transporters for oil supply in tankers/drums.	
<b>1.2</b>	Should be aware of requirement of BHEL vendor registration process & should clear the assessment before opening of price bid.	
<b>1.3</b>	Should have knowledge of getting inspection done through inspection agencies like BVI/INTERTEK/SGS/QUEST/TUV SUD/BVQI etc. and customers like POWERGRID/NTPC/NPCIL/SEB's.	
<b>1.4</b>	Offers from vendors not meeting the qualification requirements, shall be rejected, and Part-2 Price bid of such vendors will not be opened.	

### **IMPORTANT NOTE:**

- i) **Relevant documents**, as proof of meeting **each** of above pre-qualification requirement (PQR), **must be submitted** along with Part-1 (Techno-commercial Bid). Bids received without documentary proofs are liable to be rejected for not meeting PQR requirements.
- ii) Documents to be submitted as proof of supply are PO copy, Invoice, LR copy and proof for receipt of payment against mentioned PO.
- iii) Performance Certificate to be furnished by vendors as per qualifying criteria shall cover all points mentioned in technical qualifying criteria.
- iv) Offers without supporting documents as per qualifying requirement are liable to be REJECTED without giving further time for submission of documents.
- v) Documents, strictly in the below mentioned order shall be furnished in technical bid i.e. Part – I of offer.
  - a) Covering letter (if any)
  - b) Confirmation to Technical & Commercial Qualifying Criteria (Annexure – IV)
  - c) Confirmation to Technical Specifications of various variants
  - d) Deviation to technical specification, if any
  - e) Documentary Proof in order of PO, Invoice, LR Copy, Payment proof and Performance Certificate
  - f) Special Terms & Conditions (Annexure – I)
  - g) Deviation to Commercial T & C (Annexure – I), if any
  - h) Signed Annexure BP 200102C
  - i) Unpriced Copy BHEL Bhopal (Annexure – IIA)
  - j) Signed Copy of Annexure-III
  - k) Integrity Pact
  - l) Any other document required in tender.
- vi) Please do not submit any documents other than required in tender.

## **II. TECHNICAL PRE-QUALIFICATION REQUIREMENTS IS ENCLOSED ALONG WITH THIS ANNEXURE.**

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**Signature & Seal of Vendor**

**Pre-qualification requirement (PQR) for Open / Press tender enquiry for fresh FA/ RC for Transformer Oil for 2 years (FY'2026-28) for Bhopal unit**

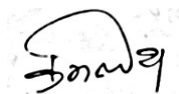
S.N	Criteria	Documents required for evaluation	Vendor Response
<b>(A) Technical Criteria: Experience &amp; Capability</b>			
1	<p>Only manufacturers are allowed. Traders are not allowed to participate.</p> <p>Manufacturers should have adequate Equipment, manufacturing facilities &amp; adequate manpower for quality supply of required transformer oil in compliance with BHEL purchase specification, national / international standards &amp; BHEL /BHEL's customer Quality plan.</p> <p>The Bidder should have capacity of supplying minimum 9750 KL transformer oil per year.</p>	<p>Self-declaration of being original manufacturer on company's letter head.</p> <p>Documentary proof for Equipment &amp; Manufacturing facilities &amp; List of expert man power.</p> <p>Self-declaration of manufacturing capacity on company's letter head.</p> <p>BHEL reserves right for physical verification of above facilities.</p>	
2	Should have tested transformer oil as per IS: 335, IEC: 60296 (Uninhibited) & 60296 (Inhibited) at any competent NABL accredited lab.	One no. test report of transformer oil complying to each of specified specification from NABL approved lab shall be furnished along with offer & these reports shall not be older than 2 years from tender enquiry due date.	
3	Should have adequate technical expertise to investigate & make root cause analysis if any problem is reported from site /BHEL works.	Self-declaration for list of technical experts & their years of experience shall be furnished along with offer on company's letter head.	
4	Should either have NABL accredited lab for testing of Transformer oil in India or shall furnish confirmation to test oil samples, against BHEL PO, in any NABL approved test lab as per BHEL or customer requirement.	Certificate of accreditation issued by NABL shall be furnished along with offer <b>OR</b> Self-declaration for arranging testing of Transformer Oil in a NABL accredited lab for all orders, on company's letterhead.	
5	Should have supplied transformer oil as per IEC: 60296 or BHEL specification TRE-158 for minimum 1 no. 400 KV or above class Power transformers in India for the first filling (complete oil filling) through Power Transformer Original Equipment Manufacturers (OEMs) or Power Utilities. Transformer with this supplied oil must be running trouble free at site for at least 2 years.	Performance certificate (not older than 5 years from tender enquiry due date) of transformer oil for first filling (Complete oil filling) for these transformers from Power Transformer OEM's or Power utilities meeting specified criteria must be furnished along with offer.	



6	Bidder's should be approved for supply of Transformer Oil for at least 400 kV or above voltage class Power Transformers from M/s NTPC Ltd OR M/s POWERGRID as on price bid opening date of this tender enquiry	Documentary proof like customer approved vendor list, customer approval letter showing vendor approval by M/s NTPC Ltd (Corporate quality group) OR M/s POWERGRID (Corporate quality group). This approval shall remain valid on price bid opening date of enquiry.	
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**NOTE:**

- 1 BHEL reserves the right to verify information and documents submitted by the Bidder. In case the information is found to be false/ incorrect, the offer shall be rejected.
- 2 New Bidders who are not registered with BHEL, Bhopal to submit supplier registration form. This form is available on website [www.bhel.com](http://www.bhel.com).
- 3 Above PQR shall be applicable for all suppliers.
- 4 All documents must be in Hindi or English only.
- 5 Sl. No. 1 to 4 (notes) are for information.


**K K AGRAWAL**

Sr Mgr / TRE

## **Declaration for Conflict of Interest**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) .from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) Bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

I declare that have read and understood the above aspects, and confirm that such conflict of interest does not exist and undertake that I will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder{s), in this regard. 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, of having found of indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Sign & Seal

Place

Date

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for E7263095  
FRAMEWORK AGREEMENT (RC) FOR TRANSFORMER OIL (E7263095)  
\_\_\_\_\_ (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 Bharatiya Nyaya Sanhita (BNS) 2023 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 Bharatiya Nyaya Sanhita (BNS) 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 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 on receipt of any complaint by them from the bidder(s).
- 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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.



- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 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 Bharatiya Nyaya Sanhita (BNS)/ 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.
- 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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. 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.

धर्मनंद वर्यानी / DHARMENDRA VARYANI  
 वरिष्ठ-उप महाप्रबंधक / Sr. Dy. General Manager  
 For & On behalf of the Principal  
 एम.एम.-टी.सी.बी. / MM-TCB  
 बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL  
 (Office Seal)

Place 05/06/26 Dhamendra Varyani  
 Date Bhopal  
 Witness: 05/06/2026  
 (Name & Address) RATESH KUMAR RAI

राजेश कुमार राय / Rajesh Kumar Rai  
 अभियंता / Engineer  
 एम.एम.-टी.सी.बी. / MM-TCB  
 बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

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

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_



## Clause on IP in the tender

### **Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs. All correspondence with the IEMs shall be done through email only.

### Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)

Name: RAJESH KUMAR RAI  
 Deptt: MM TCB (MRX)  
 Address: MM TCB BHEL BHOPAL  
 Phone: (Landline/ Mobile)  
0755 250 3163  
 Email: rk.rai@bhel.in  
 Fax: —

(2)

Name: DHARMENDRA VARYANI  
 Deptt: MM TCB (MRX)  
 Address: MM TCB BHEL BHOPAL  
 Phone: (Landline/ Mobile)  
0755 250 3409  
 Email: dvaryani@bhel.in  
 Fax: —



# **GUIDELINES FOR REVERSE AUCTION - 2024**

**(AA:SSP:RA:00 dated 05.12.2024)**

ABRIDGED VERSION

**BHEL, New Delhi**

# Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00  
Dated: 05.12.2024

## 1.0 Scope

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

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

## 3.0 Upfront declaration in NIT

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

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

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

## 6.0 Business rules for RA

Model Annexure-I is attached.

## 7.0 Role of Service Provider

- (1) Acknowledge the receipt of mandate from BHEL.
- (2) Contact the bidders, provide business rules and train them, as required.
- (3) Get the process compliance form (annexure III) signed by all the

## Guidelines for Reverse Auction – 2024

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

### 10.0 Reverse Auction Process

- 10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 10.3. However, H1 will be allowed to participate in RA in the following cases:
  - a) If number of techno-commercially qualified bidders are only 2 or 3.
  - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
  - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
  - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- 10.7. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

## Guidelines for Reverse Auction – 2024

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

### 13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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ABRIDGED VERSION

# Guidelines for Reverse Auction – 2024

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## Business Rules for Reverse Auction

### Annexure – I

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

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

#### 1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

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

**3. Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

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## Business Rules for Reverse Auction

### Annexure – I

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

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

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

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

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



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## Business Rules for Reverse Auction

### Annexure – I

7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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

# Guidelines for Reverse Auction – 2024

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## Business Rules for Reverse Auction

### Annexure – I

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

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

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

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

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

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the

# Guidelines for Reverse Auction – 2024

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## Business Rules for Reverse Auction

### Annexure – I

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

# Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00  
Dated: 05.12.2024

## Business Rules for Reverse Auction

### Annexure – I

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intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.



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## BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

### GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl. No.	Description
1	<b>General:</b>
1.1	<p>These General Terms &amp; Conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (PO) until unless the deviations are specifically agreed by BHEL.</p> <p>In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:</p> <ol style="list-style-type: none"> <li>Amendments to Purchase Order/ Framework agreement</li> <li>Purchase Order/ Framework Agreement</li> <li>Letter of intent (LOI)/ Letter of Award (LOA)</li> <li>Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions</li> <li>Corrigenda to NIT, with those of later date having precedence over those of earlier date</li> <li>Original NIT and annexures except documents listed in point no (vii) to (ix) below</li> <li>Technical specifications including their annexures</li> <li>Special Terms and condition of Enquiry (STC)</li> <li>General Terms of Enquiry (GTC)</li> </ol>
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
2.1	<p><b>Through eProcurement</b></p> <ol style="list-style-type: none"> <li>Interested bidders / suppliers shall submit their offer through e-procurement mode at <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a></li> <li>Offers in any other mode will not be accepted.</li> <li>Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a>.</li> <li>In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal.</li> <li>Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity.</li> <li>Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.</li> </ol>
2.2	<b>Through tender room (Conventional tender)</b>
2.2.1	<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.</p> <p>Rate should be quoted in the units asked for in the enquiry.</p>



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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

2.2.2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two-Part Bid, technical bid containing technical offer, this GTC duly filled-in &amp; signed; and <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2<sup>nd</sup> 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>
2.2.3	<p>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.</p>
2.2.4	<p>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms &amp; conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>
2.3	<b>Through tender room or e- Procurement</b>
2.3.1	<p>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.</p>
2.3.2	<p>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.</p>
2.3.3	<p>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.</p>
2.3.4	<p>Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.</p>
2.3.5	<p>Bid in single part or techno-commercial bid in <b>two-part</b> 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.</p>





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2.3.6	<p>Whenever specified /called in special /additional /tender specific remakes of tender the Bid Security/ Earnest Money Deposit (EMD)] is to be submitted by bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p><u>Modes of deposit</u></p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p> <p>b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p><u>Forfeiture of EMD</u></p> <p>(i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p><u>Others Instructions</u></p> <p>(i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>(ii) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) EMD shall not carry any interest.</p>
2.3.7	<p>1.Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>2.Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.</p> <p>3.In case of changes in scope and / or technical specification and / or commercial terms &amp; 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.</p>
2.3.8	<p>The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.</p>
2.3.9	<p>Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (<a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a>). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)</p>
2.3.10	<p>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 <a href="https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf">https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</a></p>
2.3.11	<p>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. (<a href="https://bhel.com/tenders">https://bhel.com/tenders</a>) and additional in <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> for e-procurement tenders. Bidders responding to these tenders should regularly visit website(s) to keep themselves updated.</p>





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2.3.12	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. BHELs decision in such situations shall be final and binding.
2.3.13	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 <b>L1</b> counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
2.3.14	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, <b><u>besides BHEL taking appropriate punitive action as deemed fit.</u></b> -Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf">https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</a>
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ). 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
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease the tender quantity in case where negotiation is being held.
3	<b>Delivery Terms</b>
3.1	<b>Indigenous Purchase</b>
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	<b>Foreign Purchase — Imports</b>
3.2.1	<ol style="list-style-type: none"> <li>1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP &amp; HC Containers.</li> <li>3. For other cases - Other than GP &amp; HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT-INNSA1) &amp; Break-bulk Cargo at Mumbai (MPT - INBOM1).</li> <li>4. 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).</li> <li>5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> <li>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.</li> <li>7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc. to work out landed cost at Sea Port.</li> <li>8. Please visit BHEL Bhopal website <a href="https://bpl.bhel.com">https://bpl.bhel.com</a> or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.</li> <li>9. A 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.</li> <li>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than <b>15</b> years.</li> <li>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.</li> <li>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.</li> </ol>



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	<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>
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum <b>14 days' detention free period</b> 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 <b>loaded</b> 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	<b>Bidder's particulars &amp; logistics information (Bidder to give details against each of the provisions)</b>
4.1	Name of the bidder's executive to deal with this tender / project
4.2	E-mail address of the contact person
4.3	Telephone no. of the contact person
4.4	Name of location from where the goods shall be offered for inspection and dispatch
5	<b>Additional logistics information for Imports</b>
5.1	Bid currency
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
5.4	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)
5.5	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)
5.6	Approx. distance in km. from Bidder's works to Port of Loading
6	<b>Delivery Schedule &amp; Completion date</b>
6.1	<p>i. 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.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order. iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. 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.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with</p> <p style="text-align: center;">Suppliers/Contractors available on <a href="https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a></p>



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6.2	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms. For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).
6.3	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
7	<b>Transit Insurance</b>
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
8.1	"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract,  Such circumstances include but shall not be limited to: i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.
8.2	The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
8.3	If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
8.4	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
8.5	Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.



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8.6	BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure
9	<b>Penalty for Late Delivery</b>
9.1.1	<p>Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery.</p> <p>Total undelivered order value above shall be item wise, lot wise order value of PO.</p> <p>Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition (STC) /Additional terms and conditions (ATC) and same shall have overriding effect on anything mentioned in instant GTC.</p> <p>Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.</p>
9.1.2	<p>However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC.</p> <p>In case of Capital items /Balance of plant (BOP) item where services of installation /erecting &amp; commissioning /supervision are desired with supply (Milestone delivery terms), the LD clause will be separately mentioned in particular tender /Special terms and condition (STC) /Additional terms and conditions (ATC)</p>
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	<b>Indian Agents and Agency commission</b>
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
10.3	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.
10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	<b>Documentation:</b>
11.1	<p><b>Indigenous Purchase</b></p> <p>Irrespective of the value of the invoice amount, the bidder / vendor should mandatorily upload the despatch &amp; invoice details on BHEL SUVIDHA portal at <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a> or <a href="https://bpl.bhel.com/mm/">https://bpl.bhel.com/mm/</a> prior to despatch.</p> <p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods for GST compliance:</p>



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

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

\*Note: All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding ₹ 5 lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. For invoices up to ₹ 5 lakhs, (inclusive of taxes), a scanned copy may be uploaded; however, submission of hard copy is mandatory if a class 3 digitally signed tax invoice is not uploaded.

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

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

AGM (M.S)  
Regional Operations Division BHEL  
14<sup>th</sup> 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<sup>th</sup> Floor, Administrative Bldg.  
BHEL Bhopal - 462022 (India)  
E-mail: **fin\_fp.bpl@bhel.in**

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

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

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





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	<ul style="list-style-type: none"> <li>i) <b>IEC (0588138690), (BHEL BHOPAL GSTIN: 23AAACB4146P1ZN)</b> and email ID (<b>mmfe.bpl@bhel.in</b>) of BHEL Bhopal shall be clearly mentioned on B/L or AWB.</li> <li>ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.</li> <li>iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</li> <li>iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</li> <li>v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</li> <li>vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping &amp; commercial documents. Part shipment shall be strictly avoided for Air shipments.</li> </ul>
11.3	<b>General</b>
	<ul style="list-style-type: none"> <li>1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li> <li>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</li> <li>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.</li> <li>4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.</li> </ul>
12	<b>Pricing Terms</b>
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third-Party Inspection and testing charges as called for in the NIT.
13	<b>Price Validity:</b>
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno-commercial (Part-I) bid opening date.
14	<b>Taxes &amp; Duties - Indigenous Purchase</b>
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law. BHEL BHOPAL GSTIN: 23AAACB4146P1ZN
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.



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14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above. The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
15.1	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	<b>Payment Terms-</b>
16.1	<b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ "Repo Rate + 4%" for the purpose of bid evaluation.
16.2	<b>Foreign:</b> 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 <sup>th</sup> 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 @ "Repo Rate + 4%", for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision are desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	Foreign bidders to submit declaration of <b>Permanent Establishment and Business Connection (PEBC)</b> 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. In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.
16.5	Foreign bidders to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	<b>Inspection of Goods</b>
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.



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17.2	<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>
17.3	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third-party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
17.5	<p><b>REJECTION:</b> If any goods are rejected, BHEL shall be at liberty to take action as per following:</p> <p>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>e) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p> <p style="text-align: center;">Or</p> <p>f) In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.</p>
18	<b>Guarantee / Warranty and corresponding Repairs / Replacement of Goods</b>





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18.1	<p>Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general &amp; 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 &amp; disposal of rejections, at the risk &amp; 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	<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.19.</p>
19.1	<b>Evaluation and Loading Criteria:</b>
19.1.1	<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/Landed 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 &amp; 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.</p> <p>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>
19.1.2	<p>Common Loading factors (in case of deviation quoted by bidders)</p> <p><b>INDIGENOUS</b></p> <ol style="list-style-type: none"> <li>1) Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract.</li> <li>2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared separately in STC/ATC of particular tenders.</li> </ol> <p><b>IMPORTS</b></p> <ol style="list-style-type: none"> <li>1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc. to work out landed cost at Sea Port.</li> <li>2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening.</li> </ol> <p><b>COMMON LOADING FOR IMPORTS &amp; INDIGENOUS that will be added for arriving the "Total Cost to BHEL"</b></p> <p>A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC</p> <p>B. Loading for payment terms as per clause 16.1 of GTC</p>
20	<b>Variation of orders</b>
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	<b>Sub-contract</b>



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21.1	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	<b>Recovery / deductions of amount from supplier</b>
22.1	<ul style="list-style-type: none"> <li>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.</li> <li>b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</li> <li>c If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</li> </ul>
23	<b>Safety clause for purchase orders</b>
23.1	<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	<b>Non-Disclosure Agreement</b>
24.1	<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. <b><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></b></p>
	<p><b>DRAWINGS, PATTERNS &amp; TOOLS:</b> All drawings, patterns &amp; 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 &amp; tools should be returned to BHEL within 90 days of issue of the same.</p>
25	<b>Settlement of Disputes &amp; Arbitration</b>
25.1	<p><b>25.1 SETTLEMENT OF DISPUTE</b> If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 25.2</p>



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25.2	CONCILIATION Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.in)
25.3	<b>ARBITRATION</b>
25.3.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 25.2 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to <i>sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</i>
25.3.2	A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996(hereinafter referred to as the 'Notice') before referring the matter to <i>Arbitration</i> . The Notice shall be addressed to the <b>Head of Unit, HEP Bhopal, BHEL, executing the Contract</b> and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
25.3.3	After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the <i>Arbitrator</i> and that dispute shall be adjudicated in accordance with <i>Arbitration and conciliation Act 1996</i> . The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the <i>respective Head of unit</i> . The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the <i>Arbitration and conciliation Act 1996</i> . The decision of the <i>respective Head of Unit of BHEL</i> for reference of dispute to a specific <i>Arbitrator</i> for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The <i>Arbitrator</i> -once <i>appointed</i> at the time of invocation of dispute shall remain unchanged.
25.3.4	The fee and expenses shall be borne by the parties as per the <i>Arbitration and conciliation Act 1996</i> .
25.3.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Bhopal in the State of Madhya Pradesh,
25.3.6	Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at <b>Bhopal in the State of Madhya Pradesh,</b>
25.3.7	Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
25.3.8	The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
25.3.9	In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
25.3.10	In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for



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	the purpose of clause <b>25.3.8 and 25.3.9</b> . Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
25.3.11	<p><b>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) 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 &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS- 10937 dated 14-12-2022 as amended from time to time</p>
27	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	<b>Performance Bank Guarantee (PBG)/ Security Deposit (SD):</b>
28.1	<p>Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT, the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract. Performance security is to be submitted by the date specified in the contract. Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> <li>Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</li> <li>Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</li> <li>Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</li> <li>Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> <li>Insurance Surety Bond.</li> </ol> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p><b>Forfeiture of Performance Security:</b> The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.</p>
28.2	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.
28.3	Wherever the contract is for supply of Goods processed on labour basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted
28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser





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28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest " <b>Repo Rate + 4%</b> " for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	<p><b><u>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) –</u></b> All benefits as per Government of India guidelines shall be given to eligible bidders. MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non-submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. Note: MSME benefits shall not be given to traders, Dealers or authorised agents. It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail. As per the OM No. F. No. 1(2)(1)/2016-MA Dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small &amp; Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.</p>
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non-submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	<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 an MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p>



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	In case of indivisible tender, the full quantity shall be awarded to L1.															
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.															
29.4	<p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>The deemed validity will be assessed on the date of bid opening (Part 1 in case of two-part bid). Non-submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</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	<b>Integrity Pact (IP) — Independent external monitors (IEM)</b> For tenders in which integrity pact is applicable, following points stand valid:															
30.1	<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><div>Name: -----</div><div>Address: -----</div><div>--</div></div><div>} ----- ----- As indicated in NIT / enquiry E-mail: -----</div></div>															
30.2	<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><b>NOTE:</b> 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><b>For all clarifications/ issues related to the tender, please contact:</b></p> <table><tr><td></td><td>(1)</td><td>(2)</td></tr><tr><td><b>Name</b></td><td></td><td></td></tr><tr><td><b>Landline No.</b></td><td></td><td></td></tr><tr><td><b>Mobile No.</b></td><td></td><td></td></tr><tr><td><b>Email</b></td><td></td><td></td></tr></table>		(1)	(2)	<b>Name</b>			<b>Landline No.</b>			<b>Mobile No.</b>			<b>Email</b>		
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		<b>Dept.</b> <b>Address</b> <b>Fax</b>			
31	<b>Fraud Prevention Policy :</b> 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 <a href="http://www.bhel.com">www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.				
32	<b>Integrity Commitment:</b> 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 <a href="http://www.bhel.com">www.bhel.com</a> . <b>Integrity commitment, performance of the contract and punitive action thereof:</b>				
32.1	<b>Commitment by BHEL:</b> BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.				
32.2	<b>Commitment by bidder / Supplier / Contractor:</b>				
32.2.1	<ul style="list-style-type: none"> <li>- The bidder / supplier / contractor commits 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.</li> <li>- 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</li> </ul> The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.				
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.				
32.2.3	<b>Preventive checks to eliminate suspected cartel formation between suppliers</b> 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 <b>Declaration by Bidders</b> We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____ 1.0 _____ 2.0 _____ 3.0 _____  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 _____. <div style="text-align: right;">           (_____)         </div> For M/s _____ <div style="text-align: right;">           Seal and Sign         </div>				



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	<p><b>Public Procurement (Preference to Make in India), Order 2017</b></p> <p>" 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 19.07.2024 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>
33	<p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable.</p> <p>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender in MII self-certificate/ self-declaration certificate.</p> <p>Bidder to refer the Sample format of MII self-certificate (Annexure - 1) and sample certification format of 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) (Annexure- 2).</p>
34	<p><b>RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines</b></p>
34.1	<p>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.</p>
34.2	<p>"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.</p>
34.3	<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"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol>
34.4	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> <li>In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation –             <ol style="list-style-type: none"> <li>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li> <li>"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.</li> </ol> </li> <li>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;</li> <li>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;</li> <li>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;</li> </ol>





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	5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
34.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.6	Model certificate for Tenders <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 fulfils all requirements in these regards and is eligible to be considered. [ Where applicable, evidence of valid registration by the Competent Authority shall be attached]."</i>
35	<p><b>Treatment of cases regarding conflict of interest:</b></p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <ol style="list-style-type: none"> <li>1) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.</li> <li>2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.</li> <li>3) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</li> <li>4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</li> </ol> <p>The Bidder shall declare that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p> <p>- Duly filled, seal and signed declaration to be submitted by bidders with Part1- techno commercial offers of each tender.</p>
36	<b>Breach of contract, Remedies and Termination</b>
36.1	<p>The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> </ol>



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	<p>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract.</p> <p>In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p>
36.2	<p><b><u>Remedies in case of Breach of Contract.</u></b></p> <p>i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to</p>



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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

	<p>Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>vii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>
37	<p><b>Option clause:</b> The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</p>
38	<p><b>NOTE:</b> 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / short close /modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.</p>
39	<p><u>Grievance Redressal Mechanism</u></p> <p>To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.</p> <p>Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <ol style="list-style-type: none"><li>1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.</li><li>2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>. Responses will be provided in accordance with the defined escalation matrix."</li></ol>

**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 the relevant GTC clause.



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## BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

Annexure 1

Format - Self Certificate for MII

### CERTIFICATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19.7.24 AND SUBSEQUENT ORDER(S)

(To be provided on the Letter Head of the Entity/Firm)

To,  
\_\_\_\_\_ (Write Name and Designation of Officer of BHEL inviting the Tender);

Bharat Heavy Electricals Limited,  
Piplani, Bhopal, MP-462022

Ref : 1) BHEL NIT/Tender Specification No: \_\_\_\_\_,  
2) Name of items :  
3) All other pertinent issues till date

We hereby certify that the items/works/services offered by \_\_\_\_\_ (specify the name of the organization here) has a local content of \_\_\_\_\_ % .

The local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 Revision dated 19.7.2024 issued by DPIIT and subsequent order(s) to qualify as \_\_\_\_\_ (Class-I/ CLASS-I I/ Non-Local supplier-fill in one which is applicable) local supplier.

The details of the location(s) at which the local value addition is made are as follows:  
\_\_\_\_\_

We confirm that the following has not been considered for calculation of local content:

- Imported items sourced locally from resellers/distributors.
- The license fees/ royalties paid/ technical charges paid out of India
- Refurbishment/Repackaging/ Rebranding of imported products
- services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc.

\*\*We confirm that since contract involves supply of multiple items, weighted average of all items has been taken while calculating the local content.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

(Signature, Name, Designation, Date, Place & Seal of  
Authorized Signatory of the Bidder)

\*\* - Strike out whichever is not applicable

Note: For evaluation of qualification of bidder:

1. Bidder has to submit the above format, duly filled & signed by authorized signatory.
2. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.



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**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

Annexure 2-

Format - Auditor Certificate for MII

**CERTIFICATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19.7.24 AND SUBSEQUENT ORDER(S)**

(To be provided on the Letter head of Auditor/PCA)

To,

\_\_\_\_\_ (Write Name and Address of the bidder);

Ref : 1) BHEL NIT/Tender Specification No: \_\_\_\_\_, 2) Name of items : \_\_\_\_\_  
3) All other pertinent issues till date

We statutory auditor of the company / cost auditor of the company / practicing cost accountant / practicing chartered accountant \*\* hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of \_\_\_\_\_ %

The local content % certified above is in line with the definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 Revision dated 19.7.2024 issued by DPIIT and subsequent order(s) to qualify as ..... (Class-I/ CLASS-I I/ Non-Local supplier-fill in one which is applicable) local supplier.

The details of the location(s) at which the local value addition is made are as follows:

We confirm that the following has not been considered for calculation of local content:

- Imported items sourced locally from resellers/distributors.
- The license fees/ royalties paid/ technical charges paid out of India
- Refurbishment/Repackaging/ Rebranding of imported products
- services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc.

\*\*We confirm that since contract involves supply of multiple items, weighted average of all items has been taken while calculating the local content.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Auditor Details

For .....(Firm Name)

Name of Auditor:

\*\*Partner/Proprietor:

Membership No. \*\*(ICAI/ICMAI): Firm Registration

No. (FRN): Signature & Seal of Auditor UDIN:

Date:

Place:



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## **BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**

### **GENERAL TERMS AND CONDITIONS OF ENQUIRY**

\*\* - Strike out whichever is not applicable.

Note: For evaluation of qualification of bidder:

1. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
2. Certificate is required from Statutory Auditor or Cost Auditor (if the bidder is a company) or from a practicing Chartered Accountant or practicing Cost Accountant (if the bidder is other than a company) giving the percentage of local content.





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## BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

Company Letter head

Annexure **A**

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from\* \_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_ ("the tax treaty" for short).
4. In this regard, it is further confirmed that:
  - the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
  - the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

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



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## BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

Company Letter head

Annexure **B**

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from \* \_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_ ("the tax treaty" for short).  
**And/or**
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty  
**And/or**
5. the Company has agent (not of independent status) in India as stipulated in Article 5 of the tax treaty  
**And/or**
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

**But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in \_\_\_\_\_.**

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For & On behalf of

{Insert name of the company}





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# BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

### FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I..... \*son/daughter of Shri..... in the capacity of .....  
(designation) do provide the following information, relevant to the previous year..... \*in my case/in the case of..... for the purposes of sub-section (5) of \*section 90/section 90A:—

Sl.No	Nature of information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of ..... (name of country or ..... specified territory outside India)

Signature: .....

Name: .....

Address: .....

Permanent Account Number or Aadhaar Number .....



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## BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

I ..... do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the ..... day of.....

.....  
*Signature of the person providing the information*

Place: .....

### Notes :

1. \*Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.



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## BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

### **CBDT Notification dtd 28.03.2023 reg Partial relaxation in r/o filing of Form 10F electronically by select category of taxpayers**

Dear sir/Madam,

The relaxation provided by the CBDT reg. Online Filing of Form 10F by the Non-resident taxpayer for availing the benefit of DTAA, has expired on 30.09.2023. Therefore, on the expiry of the exemption period, the Income-tax department has now enabled a new category under 'Others' while registering on the income tax portal, i.e., 'non-residents not holding and not required to have PAN'.

#### **Procedure for registration**

- The non-resident can click on the 'Register' option on the e-filing portal, i.e., <https://www.incometax.gov.in/iec/foportal>
- Under the 'others' category, there is an option to choose 'non-residents not holding and not required to have PAN'.
- Certain basic details will need to be entered, like name, date of incorporation, tax identification number, status, and country of residence.
- The non-resident will then have to provide the details of the key person, i.e., name, date of birth, etc.
- The next step is to provide contact details, i.e., email address and mobile number, which will be verified through an OTP.
- Lastly, the non-resident will need to upload certain documents like its TRC, address proof, identification proof, and any other document if required.

Once the non-resident is registered on the portal, it can file Form 10F electronically without having to obtain a PAN in India.

In view of, It is to be ensured that while providing DTAA benefit to Non-resident, it must be ensured that e-filed Form 10F is obtained along with other documents (i.e. TRC, NO PE etc.) to avoid any additional demand, penalty, interest etc.

Manual Form 10F shall not be accepted by the I.T. Deptt. for Payment made to Non-resident on or after 01.10.2023.

## Annexure-B

**PI No.: 340664014 dtd 12.05.2026.**

In addition to the technical details/parameters specified in the various oil specifications, supplier may please note that the oil supplied should be free from fault gases i.e. **Hydrogen/Acetylene/Ethylene/Ethane/Methane**. The supplier should give Test certificate in this regard for oils supplied in tanker for factory use. The oil supplied in tankers for use at BHEL works shall also be tested at BHEL lab and final acceptance of oil shall be based on test report of BHEL lab for fault gases as above as well as oil parameters as per respective specification.

In addition to above different standards, some additional tests from some other specification/standard may be required by customer e.g. resistivity, DDF, Furan test, SK value, density & viscosity at some other test temperature etc. Bidder has to confirm to conduct these tests without any extra cost and results for the same shall be indicated in Test report.

gnd  
12/5/26

✓  
14/5/26

✓

PRODUCT PURCHASE SPECIFICATION TRANSFORMER ENGINEERING DEPARTMENT BHEL BHOPAL	Specification No. <b>TRE 158 R03</b> Page 1 of 4
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## UNINHIBITED MINERAL INSULATING OIL

### 1.GENERAL:

This specification governs the quality of an unused (**Virgin**) and pure hydrocarbon mineral oil, clean and free from matter likely to impair its properties and without any additive including oxidation inhibitor. Pour point depressants shall not be included in the oil formulation.

### 2.APPLICATION:.

For use as a dielectric and cooling medium in power and instrument transformers.

### 3.COMPLIANCE WITH NATIONAL STANDARDS:

There is no Indian Standard covering this type of oil, however assistance has been drawn from IEC: 60296 - 2020

### 4.TEST METHODS:

Unless otherwise specified, the tests shall be conducted in accordance with the relevant IEC: 60296 – 2020 and as per Table-1.

### 5.SAMPLE FOR TEST:

5 litres of oil shall be supplied for testing and approval purposes in glass bottle with glass stopper and adequately sealed to protect it from moisture ingress.

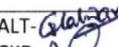
### 6.PHYSICAL PROPERTIES:

The properties and method of testing of Transformer oil shall be as per Table-1. The testing shall be carried out on the oil after filling into drums or tankers in which the oil shall be dispatched.

### 7. TEST REQUIREMENTS:

Oil sample taken from barrels as per the sampling plan and procedure laid down in IEC: 60475 shall meet all test requirements stipulated in this specification.

The oil shall be accepted only if the above parameters are met at site/works just prior to filling in transformer.

REV-03	DATE 09.09.20	ALT-CKD- 	REV-02	DATE 10/05/13	ALT- -sd-CKD- -sd-	REV-00	NAME	SIGN	DATE
Completely reviewed as per latest IEC:60296-2020			Test methods at sl. No. 1.3&3.2 in Annex-1 revised.			PREP	D.VARYANI	-Sd-	04.08.08
						CKD	S.K.MAHAJAN	-Sd-	04.08.08
DWI/TCB/TRE/010									

PRODUCT PURCHASE SPECIFICATION TRANSFORMER ENGINEERING DEPARTMENT BHEL BHOPAL	Specification No. <b>TRE 158 R03</b> Page 2 of 4
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### 8. TEST CERTIFICATE:

Three copies of test certificates shall be supplied with each consignment. In addition, the supplier shall ensure to enclose one copy of the test certificate along with the dispatch documents / packing list to facilitate quick clearance of the material.

The test certificate shall bear the following information:

TRE 158: Uninhibited mineral insulating oil

BHEL Order No.

Batch No./ Lot No.

Quantity in litres / Number of drums:

Test report to be furnished as per format enclosed as per Table-1.

### 9. PACKING AND MARKING:

Oil shall be delivered in perfectly clean steel drums of 210 litres nominal capacity with flat or dished fixed ends. Inside surface of the drums shall be coated with a suitable coating (e. g. epoxy lacquer, phosphate etc.) resistant to insulating oil of minimum 25 micron thickness. Out side surface of the drum shall be painted to minimum paint thickness of 40 microns or hot dip galvanized for protection against atmospheric corrosion. The drums used shall be specially reserved for this purpose & immediately after filling with oil the drums shall be effectively sealed so as to exclude ingress of moisture.

The drums shall be tested as per IS: 1783(Latest Revision).

When stated on the order, oil shall be delivered in sea-worthy tankers specially reserved for this purpose and shall be suitably sealed so as to exclude ingress of moisture.

The drums/ tankers shall be indelibly marked with the following information:

TRE – 158 : Uninhibited mineral insulating oil

BHEL Order No.

Manufacturer's Name or trade Mark

Quantity in litres

Batch no. / LOA No.

DWI/TCB/TRE/010



<p>PRODUCT PURCHASE SPECIFICATION</p> <p>TRANSFORMER ENGINEERING DEPARTMENT</p> <p>BHEL BHOPAL</p>	<p>Specification No. <b>TRE 158 R03</b></p> <p>Page 3 of 4</p>
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**Table-1**  
**Technical Parameters and Test report format**

Sl.no.	Property	Unit	Test method	Required value	Measured value	Remark
1.	PHYSICAL					
1.1	Appearance	-	IEC:60296	Clear, transparent and free from suspended matter & sediment.		
1.2	Colour	-	ISO:2049	Max. 1.5		
1.3	Density at 29.5°C	Kg/m <sup>3</sup>	ISO:3675 or ISO:12185 or ASTM:D7042	820 to 895		
1.4	Interfacial tension at 27°C	N/m	IEC:62961 or ASTM D971	0.04 Min.		
1.5.	Kinematic Viscosity	cst	ISO:3104 or ASTM:D7042	11 at 40°C (Max.) 16 at 27°C (Max.) 1800 at -30°C (Max.)		
1.6	Flash Point	°C	Pensky Marten ISO 2719	140 (Min.)		
1.7	Water Content	mg/kg	IEC:60814	30 (Max.) in Bulk Supply 40 (Max.) in Drum Supply		
1.8	Pour Point	°C	ISO:3016	-30(Max.)		
2.	ELECTRICAL :					
2.1	Electrical Strength (BDV) As Delivered After Treatment	kVrms	IEC:60156	30(Min.) 70(Min.)		
2.2	Resistivity	Ω - cm	IEC:60247	150 x 10 <sup>12</sup> at 90°C (Min.) 2500 x 10 <sup>12</sup> at 27°C (Min.)		
2.3	Dielectric Dissipation factor (Tan delta) at 50Hz	-	IEC:60247 or IEC:61620	0.002 at 90°C(Max.) 0.0005 at 27°C(Max.)		
3.	CHEMICAL :					
3.1	Neutralization Value (Total Acidity)	mgKOH/g	IEC:62021-2 or IEC:62021-1	0.01 (Max.)		
3.2	Corrosive Sulphur	-	DIN 51353	Non-Corrosive		
3.3	Potentially Corrosive Sulphur	-	IEC 62535	Non-Corrosive		
3.4	DBDS	mg/kg	IEC 62697-1	Not detectable (<5)		
3.5	Metal Passivator Additives	mg/kg	IEC 60666	Not detectable (<5)		
3.6	Other Additives	-	-	See Note 1 below		
3.7	2-Furfural and related compounds content	mg/kg	IEC 61198	Not detectable (<0.05) for each compound		
3.8	Total Sulphur Content	%	ISO:14596 or ISO 8754	0.05% (Max.)		
3.9	Aromatic Content	%	IEC:60590	4 - 8%		
3.10	Ring Analysis	%	IEC:60590	Na - %, Pa - %, Ar - %		

DWI/TCB/TRE/010



<p>PRODUCT PURCHASE SPECIFICATION</p> <p>TRANSFORMER ENGINEERING DEPARTMENT</p> <p>BHEL BHOPAL</p>	<p>Specification No. <b>TRE 158 R03</b></p> <p>Page 4 of 4</p>
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Sl.no.	Property	Unit	Test method	Required value	Measured value	Remark
3.11	Oxidation Stability for 164hours at 120°C		IEC:61125:2018			
3.11.1	Neutralization Value	mg KOH/g	4.8.4 of IEC 61125:2018	0.4 max.		
3.11.2	Total Sludge by mass	%	4.8.1 of IEC 61125:2018	0.1 max.		
3.11.3	Dielectric Dissipation factor (Tan delta) at 50Hz	-	4.8.5 of IEC 61125:2018	0.05 at 90°C(Max.)		
3.12	Presence of oxidation inhibitor		IEC:60666	Shall not contain any anti-oxidant additives.		
4.0	PCA Content	%	IP 346	3 (Max.)		
5.0	PCB Content	mg/kg	IEC:61619	Not Detectable (<2 )		

Note-1 – Supplier to declare the function and chemical family of all additives and the concentrations in the cases of inhibitors antioxidants and Passivators, as applicable, if any.

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<p align="center">PRODUCT PURCHASE SPECIFICATION</p> <p align="center">TRANSFORMER ENGINEERING DEPARTMENT</p> <p align="center">BHEL BHOPAL</p>	<p>Specification No. <b>TRE 176 R04</b></p> <p>Page 1 of 4</p>
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## INHIBITED MINERAL INSULATING OIL

### 1.GENERAL:

The oil covered under this specification is an unused (**Virgin**) inhibited mineral oil mixed with a suitable oxidation inhibitor.

### 2.APPLICATION:

For use as a dielectric and cooling medium in power and instrument transformers.

### 3.COMPLIANCE WITH NATIONAL STANDARDS:

There is no Indian Standard covering this type of oil, however assistance has been drawn from IEC: 60296 - 2020

### 4.TEST METHODS:

Unless otherwise specified, the tests shall be conducted in accordance with the relevant IEC: 60296 – 2020 and as per Table-1.

### 5.SAMPLE FOR TEST:

5 litres of oil shall be supplied for testing and approval purposes in glass bottle with glass stopper and adequately sealed to protect it from moisture ingress.

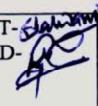
### 6.PHYSICAL PROPERTIES:

The properties and method of testing of Transformer oil shall be as per Table-1. The testing shall be carried out on the oil after filling into drums or tankers in which the oil shall be dispatched.

### 7. TEST REQUIREMENTS:

Oil sample taken from barrels as per the sampling plan and procedure laid down in IEC: 60475 shall meet all test requirements stipulated in this specification.

The oil shall be accepted only if the above parameters are met at site/works just prior to filling in transformer.

REV-04	DATE 09.09.20	ALT-CKD- 	REV-03	DATE 22.07.15	ALT- -sd-CKD- -sd-	REV 00	NAME	SIGN	DATE
Completely reviewed as per latest IEC:60296-2020			Specification is revised to incorporate changes in Cl. 6.7, 7.1.1, & 8.6 and Annexure-A			PREP	D.VARYANI	-Sd-	04.08.08
						CKD	S.K.MAHAJAN	-Sd-	04.08.08
DWI/TCB/TRE/010									

<b>PRODUCT PURCHASE SPECIFICATION</b> <b>TRANSFORMER ENGINEERING DEPARTMENT</b> <b>BHEL BHOPAL</b>	<b>Specification No. TRE 176 R04</b> <b>Page 2 of 4</b>
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## 8. TEST CERTIFICATE:

Three copies of test certificates shall be supplied with each consignment. In addition, the supplier shall ensure to enclose one copy of the test certificate along with the dispatch documents / packing list to facilitate quick clearance of the material.

The test certificate shall bear the following information:

TRE 176: Inhibited mineral insulating oil

BHEL Order No.

Batch No./ Lot No.

Quantity in litres / Number of drums:

Test report to be furnished as per format enclosed as per Table-1.

## 9. PACKING AND MARKING:

Oil shall be delivered in perfectly clean steel drums of 210 litres nominal capacity with flat or dished fixed ends. Inside surface of the drums shall be coated with a suitable coating (e. g. epoxy lacquer, phosphate etc.) resistant to insulating oil of minimum 25 micron thickness. Outside surface of the drum shall be painted to minimum paint thickness of 40 microns or hot dip galvanized for protection against atmospheric corrosion. The drums used shall be specially reserved for this purpose & immediately after filling with oil the drums shall be effectively sealed so as to exclude ingress of moisture.

The drums shall be tested as per IS: 1783(Latest Revision).

When stated on the order, oil shall be delivered in sea-worthy tankers specially reserved for this purpose and shall be suitably sealed so as to exclude ingress of moisture.

The drums/ tankers shall be indelibly marked with the following information:

TRE – 176: Inhibited mineral insulating oil

BHEL Order No.

Manufacturer's Name or trade Mark

Quantity in litres

Batch no. / LOA No.

DWI/TCB/TRE/010



<b>PRODUCT PURCHASE SPECIFICATION</b> <b>TRANSFORMER ENGINEERING DEPARTMENT</b> <b>BHEL BHOPAL</b>	<b>Specification No. TRE 176 R04</b> <b>Page 3 of 4</b>
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**Table-1**  
**Technical Parameters and Test report format**

Sl.no.	Property	Unit	Test method	Required value	Measured value	Remark
1.	PHYSICAL					
1.1	Appearance	-	IEC:60296	Clear, transparent and free from suspended matter & sediment.		
1.2	Colour		ISO: 2049	L0.5 (less than 0.5)		
1.3	Density at 29.5°C	Kg/m <sup>3</sup>	ISO:3675 or ISO:12185 or ASTM:D7042	820 to 895		
1.4	Interfacial tension at 27°C	N/m	IEC:62961 or ASTM D971	0.043 Min.		
1.5	Kinematic Viscosity	cst	ISO:3104 or ASTM:D7042	12 at 40°C (Max.) 16 at 27°C (Max.) 1800 at -30°C (Max.)		
1.6	Flash Point	°C	Pensky Marten ISO 2719	140 (Min.)		
1.7	Water Content	mg/kg	IEC:60814	30 (Max.) in Bulk Supply 40 (Max.) in Drum Supply		
1.8	Pour Point	°C	ISO:3016	-40(Max.)		
2.	ELECTRICAL :					
2.1	Electrical Strength (BDV) As Delivered After Treatment	kVrms	IEC:60156	50(Min.) 70(Min.)		
2.2	Resistivity	Ω - cm	IEC:60247	150 x 10 <sup>12</sup> at 90°C (Min.)		
2.3	Dielectric Dissipation factor (Tan delta) at 50Hz	-	IEC:60247 or IEC:61620	0.002 at 90°C(Max.)		
3.	CHEMICAL :					
3.1	Neutralization Value (Total Acidity)	mgKOH/g	IEC:62021-2 or IEC:62021-1	0.01 (Max.)		
3.2	Corrosive Sulphur	-	DIN 51353	Non-Corrosive		
3.3	Potentially Corrosive Sulphur	-	IEC 62535	Non-Corrosive		
3.4	DBDS	mg/kg	IEC 62697-1	Not detectable (<5)		
3.5	Metal Passivator Additives	mg/kg	IEC 60666	Not detectable (<5)		
3.6	Other Additives	-	-	See Note 1 below		
3.7	2-Furfural and related compounds content	mg/kg	IEC 61198	Not detectable (<0.05) for each compound		
3.8	Stray gassing under thermo-oxidative stress		Procedure in Clause A.4 (oil saturated with air) in the presence of copper	Non stray gassing: < 50 µl/l of hydrogen (H2) and < 50 µl/l methane CH4) and < 50 µl/l ethane (C2H6)		

DWI/TCB/TRE/010

**PRODUCT PURCHASE SPECIFICATION**  
**TRANSFORMER ENGINEERING DEPARTMENT**  
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Sl.no.	Property	Unit	Test method	Required value	Measured value	Remark
3.9	Total Sulphur Content	%	ISO:14596 ISO 8754	0.05% (Max.)		
3.10	Aromatic Content	%	IEC:60590	4 - 12%		
3.11	Naphthenic Content	%	IEC:60590	46% (Min.)		
3.12	Ring Analysis	%	IEC:60590	Na - %, Pa - %, Ar - %		
3.13	Oxidation Stability for 500 hours at 120°C		IEC:61125:2018			
3.13.1	Neutralization Value	mgKOH/g	4.8.4 of IEC 61125:2018	0.15 max.		
3.13.2	Total Sludge by mass	%	4.8.1 of IEC 61125:2018	0.05 max.		
3.13.3	Dielectric Dissipation factor (Tan delta) at 50Hz	-	4.8.5 of IEC 61125:2018	0.05 at 90°C(Max.)		
3.14	Oxidation Stability(rotating bomb test)	Minutes	IEC:61125 (Method B) / ASTM D2112(a)	220 min.		
3.15	Presence of oxidation inhibitor		IEC:60666	0.08%(Min.) - 0.40% (Max.)		
4.0	PCA Content	%	IP 346	3 (Max.)		
5.0	PCB Content	Mg/kg	IEC:61619	Not Detectable		

Note-1 – Supplier to declare the function and chemical family of all additives and the concentrations in the cases of inhibitors antioxidants and Passivators, as applicable, if any.

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<b>PRODUCT PURCHASE SPECIFICATION</b> <b>TRANSFORMER ENGINEERING DEPARTMENT</b> <b>BHEL BHOPAL</b>	<b>Specification No. TRE 186 R01</b> <b>Page 1 of 4</b>
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## **UNINHIBITED MINERAL INSULATING OIL**

### **1.GENERAL:**

This specification governs the quality of an unused (**Virgin**) and pure hydrocarbon mineral oil, clean and free from matter likely to impair its properties and without any additive including oxidation inhibitor. Pour point depressants shall not be included in the oil formulation.

### **2.APPLICATION:**

For use as a dielectric and cooling medium in power and instrument transformers.

### **3.COMPLIANCE WITH NATIONAL STANDARDS:**

There is no Indian Standard covering this type of oil, however assistance has been drawn from IEC: 60296 - 2020

### **4.TEST METHODS:**

Unless otherwise specified, the tests shall be conducted in accordance with the relevant IEC: 60296 – 2020 and as per Table-1.

### **5.SAMPLE FOR TEST:**

5 litres of oil shall be supplied for testing and approval purposes in glass bottle with glass stopper and adequately sealed to protect it from moisture ingress.


### **6.PHYSICAL PROPERTIES:**

The properties and method of testing of Transformer oil shall be as per Table-1. The testing shall be carried out on the oil after filling into drums or tankers in which the oil shall be dispatched.

### **7. TEST REQUIREMENTS:**

Oil sample taken from barrels as per the sampling plan and procedure laid down in IEC: 60475 shall meet all test requirements stipulated in this specification.

The oil shall be accepted only if the above parameters are met at site/works just prior to filling in transformer.

REV-	DATE	ALT-CKD-	REV-01	DATE 09.09.20	ALT-CKD- 	REV 00	NAME	SIGN	DATE
			Completely reviewed as per latest IEC:60296-2020			PREP	D.VARYANI	-Sd-	13.04.11
						CKD	S.K.MAHAJAN	-Sd-	13.04.11
DWI/TCB/TRE/010									

<b>PRODUCT PURCHASE SPECIFICATION</b> <b>TRANSFORMER ENGINEERING DEPARTMENT</b> <b>BHEL BHOPAL</b>	<b>Specification No. TRE 186 R01</b> <b>Page 2 of 4</b>
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### 8. TEST CERTIFICATE:

Three copies of test certificates shall be supplied with each consignment. In addition, the supplier shall ensure to enclose one copy of the test certificate along with the dispatch documents / packing list to facilitate quick clearance of the material.

The test certificate shall bear the following information:

TRE 186: Uninhibited mineral insulating oil

BHEL Order No.

Batch No./ Lot No.

Quantity in litres / Number of drums:

Test report to be furnished as per format enclosed as per Table-1.

### 9. PACKING AND MARKING:

Oil shall be delivered in perfectly clean steel drums of 210 litres nominal capacity with flat or dished fixed ends. Inside surface of the drums shall be coated with a suitable coating (e. g. epoxy lacquer, phosphate etc.) resistant to insulating oil of minimum 25 micron thickness. Outside surface of the drum shall be painted to minimum paint thickness of 40 microns or hot dip galvanized for protection against atmospheric corrosion. The drums used shall be specially reserved for this purpose & immediately after filling with oil the drums shall be effectively sealed so as to exclude ingress of moisture.

The drums shall be tested as per IS: 1783(Latest Revision).

When stated on the order, oil shall be delivered in sea-worthy tankers specially reserved for this purpose and shall be suitably sealed so as to exclude ingress of moisture.

The drums/ tankers shall be indelibly marked with the following information:

TRE – 186: Uninhibited mineral insulating oil

BHEL Order No.

Manufacturer's Name or trade Mark

Quantity in litres

Batch no. / LOA No.

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PRODUCT PURCHASE SPECIFICATION	Specification No. TRE 186 R01
TRANSFORMER ENGINEERING DEPARTMENT	Page 3 of 4
BHEL BHOPAL	

**Table-1**  
**Technical Parameters and Test report format**

Sl.no.	Property	Unit	Test method	Required value	Measured value	Remark
1.	PHYSICAL					
1.1	Appearance	-	IEC:60296	Clear, transparent and free from suspended matter & sediment.		
1.2	Colour	-	ISO:2049	Max. 1.5		
1.3	Density at 29.5°C At 20°C	Kg/m <sup>3</sup>	ISO:3675 or ISO:12185 or ASTM:D7042	890 Max. 895 Max.		
1.4	Interfacial tension at 27°C	N/m	IEC:62961 or ASTM D971	0.04 Min.		
1.5	Kinematic Viscosity	cst	ISO:3104 or ASTM:D7042	11 at 40°C (Max.) 1800 at -30°C (Max.)		
1.6	Flash Point	°C	Pensky Marten ISO 2719	140 (Min.)		
1.7	Water Content	mg/kg	IEC:60814	30 (Max.) in Bulk Supply 40 (Max.) in Drum Supply		
1.8	Pour Point	°C	ISO:3016	-45(Max.)		
2.	ELECTRICAL :					
2.1	Electrical Strength (BDV) As Delivered After Treatment	kVrms	IEC:60156	30(Min.) 70(Min.)		
2.2	Resistivity	Ω - cm	IEC:60247	150 x 10 <sup>12</sup> at 90°C (Min.) 2500 x 10 <sup>12</sup> at 27°C (Min.)		
2.3	Dielectric Dissipation factor (Tan delta) at 50Hz	-	IEC:60247 or IEC:61620	0.002 at 90°C(Max.)		
3.	CHEMICAL :					
3.1	Neutralization Value (Total Acidity)	mgKOH/g	IEC:62021-2 or IEC:62021-1	0.01 (Max.)		
3.2	Corrosive Sulphur	-	DIN 51353	Non-Corrosive		
3.3	Potentially Corrosive Sulphur	-	IEC 62535	Non-Corrosive		
3.4	DBDS	mg/kg	IEC 62697-1	Not detectable (<5)		
3.5	Metal Passivator Additives	mg/kg	IEC 60666	Not detectable (<5)		
3.6	Other Additives	-	-	See Note 1 below		
3.7	Total Sulphur Content	%	ISO:14596 or ISO 8754	0.05% (Max.)		
3.8	2-Furfural and related compounds content	mg/kg	IEC 61198	Not detectable (<0.05) for each compound		
3.9	Ring Analysis	%	IEC:60590	Na - % Pa - % Ar - %		

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<p align="center"><b>PRODUCT PURCHASE SPECIFICATION</b></p> <p align="center"><b>TRANSFORMER ENGINEERING DEPARTMENT</b></p> <p align="center"><b>BHEL BHOPAL</b></p>	<p>Specification No. <b>TRE 186 R01</b></p> <p>Page 4 of 4</p>
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Sl.no.	Property	Unit	Test method	Required value	Measured value	Remark
3.10	Oxidation Stability for 164hours at 120°C		IEC:61125:2018			
3.10.1	Neutralization Value	mgKOH/g	4.8.4 of IEC 61125:2018	0.4 max.		
3.10.2	Total Sludge by mass	%	4.8.1 of IEC 61125:2018	0.1 max.		
3.10.3	Dielectric Dissipation factor (Tan delta) at 50Hz	-	4.8.5 of IEC 61125:2018	0.05 at 90°C (Max.)		
3.11	Presence of oxidation inhibitor		IEC:60666	Shall not contain any anti-oxidant additives.		
4.0	PCA Content	%	IP 346	1 (Max.)		
5.0	PCB Content	Mg/kg	IEC:61619	Not Detectable		
6.0	Impulse Withstand Level	kVp	ASTM D3300	> 145		
7.0	Gassing tendency at 50Hz after 120 min,	Mm <sup>3</sup> /min		≤ 5		

Note-1 – Supplier to declare the function and chemical family of all additives and the concentrations in the cases of inhibitors antioxidants and Passivators, as applicable, if any.

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**Table 3 – General specifications, Type A (fully inhibited high grade oils)**

Property	Test method	Limits	
		Transformer oil	Low temperature switchgear oils
1 – Function			
Viscosity at 40 °C	ISO 3104 <sup>a</sup> or ASTM D7042	Max. 12 mm <sup>2</sup> /s	Max. 3,5 mm <sup>2</sup> /s
Viscosity at –30 °C <sup>b</sup>	ISO 3104 <sup>a</sup> or ASTM D7042	Max. 1 800 mm <sup>2</sup> /s	–
Viscosity at –40 °C <sup>c</sup>	IEC 61868	–	Max. 400 mm <sup>2</sup> /s
Pour point	ISO 3016	Max. –40 °C	Max. –60 °C
Water content	IEC 60814	Max. 30 mg/kg <sup>d</sup> / 40 mg/kg <sup>e</sup>	
Breakdown voltage	IEC 60156	Min. 30 kV / 70 kV <sup>f</sup>	
Density at 20 °C	ISO 12185 <sup>a</sup> or ISO 3675 or ASTM D7042	Max. 895 kg/m <sup>3</sup>	
DDF at 90 °C	IEC 60247 <sup>a</sup> or IEC 61620	Max. 0,005	
2 – Refining/stability			
Colour	ISO 2049	L0,5 (less than 0,5)	
Appearance	–	Clear, free from sediment and suspended matter	
Acidity	IEC 62021-2 <sup>a</sup> or 62021-1	Max. 0,01 mg KOH/g	
Interfacial tension	IEC 62961 <sup>a</sup> or ASTM D971	Min. 43 mN/m	
Total sulphur content	ISO 14596 <sup>a</sup> or ISO 8754	Max. 0,05 %	
Corrosive sulphur	DIN 51353	Not corrosive	
Potentially corrosive sulphur	IEC 62535	Not corrosive	
DBDS	IEC 62697-1	Not detectable (< 5 mg/kg)	
Inhibitors of IEC 60666	IEC 60666	(I) Inhibited oil: 0,08 % to 0,40 % (see 3.7)	
Metal passivator additives of IEC 60666	IEC 60666	Not detectable (< 5 mg/kg), or as agreed upon with the purchaser	
Other additives		See <sup>g</sup>	
2-furfural and related compounds content	IEC 61198	Not detectable (< 0,05 mg/kg) for each individual compound	
Stray gassing under thermo-oxidative stress	Procedure in Clause A.4 (oil saturated with air) in the presence of copper	Non stray gassing: < 50 µl/l of hydrogen (H <sub>2</sub> ) and < 50 µl/l methane (CH <sub>4</sub> ) and < 50 µl/l ethane (C <sub>2</sub> H <sub>6</sub> )	
3 – Performance			
Oxidation stability	IEC 61125: Test duration (I) Inhibited oil: 500 h	For oils with other antioxidant additives and metal passivator additives, see 6.12.2	
– Total acidity <sup>h</sup>	4.8.4 of IEC 61125:2018	Max. 0,3 mg KOH/g	
– Sludge <sup>h</sup>	4.8.1 of IEC 61125:2018	Max. 0,05 %	
– DDF at 90 °C <sup>h</sup>	4.8.5 of IEC 61125:2018	Max. 0,050	
4 – Health, safety and environment (HSE) <sup>i</sup>			
Flash point	ISO 2719	Min. 135 °C	Min. 100 °C
PCA content <sup>j</sup>	IP 346	< 3 %	
PCB content	IEC 61619	Not detectable (< 2 mg/kg)	

- a Reference method.
- b This is the standard LCSET for a transformer oil (see 6.1) and can be modified depending on the climatic condition of each country. Pour point should be minimum 10 °C below LCSET.
- c Standard LCSET for low temperature switchgear oil.
- d For bulk supply.
- e For delivery in drums and IBC.
- f After laboratory treatment (see 6.4).
- g The supplier shall declare the chemical family and function of all additives (3.3), and the concentrations in the cases of inhibitors, antioxidants and passivators (3.4).
- h At the end of oxidation stability tests.
- i In some countries there can be additional requirements, e.g. REACH in the EU.
- j Some individual PAH compounds can be determined by EN 16143.

**Table 4 – General specifications, Type B (uninhibited and inhibited standard grade oils)**

Property	Test method	Limits	
		Transformer oil	Low temperature switchgear oils
1 – Function			
Viscosity at 40 °C	ISO 3104 <sup>a</sup> or ASTM D7042	Max. 12 mm <sup>2</sup> /s	Max. 3.5 mm <sup>2</sup> /s
Viscosity at –30 °C <sup>b</sup>	ISO 3104 <sup>a</sup> or ASTM D7042	Max. 1 800 mm <sup>2</sup> /s	–
Viscosity at –40 °C <sup>c</sup>	IEC 61868	–	Max. 400 mm <sup>2</sup> /s
Pour point	ISO 3016	Max. –40 °C	Max. –60 °C
Water content	IEC 60814	Max. 30 mg/kg <sup>d</sup> / 40 mg/kg <sup>e</sup>	
Breakdown voltage	IEC 60156	Min. 30 kV / 70 kV <sup>f</sup>	
Density at 20 °C	ISO 12185 <sup>a</sup> or ISO 3675 or ASTM D7042	Max. 895 kg/m <sup>3</sup>	
DDF at 90 °C	IEC 60247 <sup>a</sup> or IEC 61620	Max. 0,005	
2 – Refining/stability			
Colour	ISO 2049	Max. 1,5	
Appearance	–	Clear, free from sediment and suspended matter	
Acidity	IEC 62021-2 <sup>a</sup> or 62021-1	Max. 0,01 mg KOH/g	
Interfacial tension	IEC 62961 <sup>a</sup> or ASTM D971	Min. 40 mN/m	
Corrosive sulphur	DIN 51353	Not corrosive	
Potentially corrosive sulphur	IEC 62535	Not corrosive	
DBDS	IEC 62697-1	Not detectable (< 5 mg/kg)	
Inhibitors of IEC 60666	IEC 60666	Uninhibited (U): not detectable (< 0,01 %) Trace inhibited (T): ≥ 0,01 < 0,08% Inhibited oil (I): 0,08 % to 0,40 % (see 3.5 to 3.7)	
Metal passivator additives of IEC 60666	IEC 60666	Not detectable (< 5 mg/kg), or as agreed upon with the purchaser	
Other additives		See <sup>g</sup>	
2-furfural and related compounds content	IEC 61198	Not detectable (< 0,05 mg/kg) for each individual compound <sup>h</sup>	
3 – Performance			
Oxidation stability	IEC 61125 Test duration <sup>i</sup> (U) Uninhibited oil: 164 h (T) Trace inhibited oil: 332 h (I) Inhibited oil: 500 h	For oils with other antioxidant additives and metal passivator additives, see 6.12.2	
– Total acidity <sup>j</sup>	4.8.4 of IEC 61125:2018	max. 1,2 mg KOH/g	
– Sludge <sup>j</sup>	4.8.1 of IEC 61125:2018	max. 0,8 %	
– DDF at 90 °C <sup>j</sup>	4.8.5 of IEC 61125:2018	max. 0,500	
4 – Health, safety and environment (HSE) <sup>k</sup>			
Flash point	ISO 2719	Min. 135 °C	Min. 100 °C
PCA content <sup>l</sup>	IP 346	< 3 %	
PCB content	IEC 61619	Not detectable (< 2 mg/kg)	

Stray gassing under thermo-oxidative stress (see 6.19) is not included as a normative test for mineral oils Type B, because there has been insufficient data to determine appropriate limits. The requirement for a stray gassing test, as well as the limit values, if stipulated, can be negotiated between the user and supplier.

- a Reference method.
- b This is the standard LCSET for a transformer oil (see 6.1) and can be modified depending on the climatic condition of each country. Pour point should be minimum 10 °C below LCSET.
- c Standard LCSET for low temperature switchgear oil.
- d For bulk supply.
- e For delivery in drums and IBC.
- f After laboratory treatment (see 6.4).
- g The supplier shall declare the function and chemical family of all additives (3.3), and the concentrations in the cases of inhibitors antioxidants and passivators (3.4).
- h In agreement with the customer, oils with a higher furfural content can be delivered, when these values do not jeopardize the application.
- i In some countries there can be lower requirements for oxidation stability.
- j At the end of oxidation stability tests.
- k In some countries there can be additional requirements, e.g. REACH in the EU.
- l Some individual PAH compounds can be determined by EN 16143.

## Annexure – F

## UNUSED INHIBITED HIGH GRADE INSULATING OIL PARAMETERS

Sl. No.	Property	Test Method	Limits
<b>A</b>	<b>Function</b>		
1a.	Viscosity at 40degC	IS 1448 Part 25 or ISO 3104 or ASTM D7042	(Max.)12 mm <sup>2</sup> /s
1b.	Viscosity at -30degC		(Max.)1800 mm <sup>2</sup> /s
2.	Appearance	A representative sample of the oil shall be examined in a 100 mm thick layer, at ambient temperature	The oil shall be clear and bright, transparent and free from suspended matter or sediment
3.	Pour point	IS 1448 Part 10/Sec 2 or ISO 3016	(Max.) - 40degC
4.	Water content a) for bulk supply b) for delivery in drums	IEC 60814	(Max.) 30 mg/kg 40 mg/kg
5.	Electric strength (breakdown voltage)	IS 6792 or IEC 60156	(Min.) 50kV (new unfiltered oil) / 70 kV (after treatment)
6.	Density at 20 deg C	IS 1448 Part 16 or ISO 12185 or ISO 3675 or ASTM D7042	Max 0.895 g/ml
7.	Dielectric dissipation factor (tan delta) at 90 deg C	IS 16086 or IEC 60247 or IEC 61620	(Max) 0.0025
8.	Negative impulse testing KVp @ 25 deg C	ASTM D-3300	145 (Min.)
9.	Carbon type composition (% of Aromatic, Paraffins and Naphthenic compounds)	IEC 60590 and IS 13155 or ASTM D 2140	Max. Aromatic: 4 to12 % Paraffins: <50% & balance Naphthenic compounds.
<b>B</b>	<b>Refining/Stability</b>		
1.	Colour	ISO 2049	L0.5 (less than 0.5)
2.	Acidity	IEC 62021-2 or 62021-1	(Max) 0.01 mg KOH/g
3.	Interfacial tension at 27degC	IEC 62961 or ASTM D971	0.043 N/m (min)
4.	Total sulphur content	ISO 14596 or ISO 8754	0.05 % (Max.) (before oxidation test)
5.	Corrosive sulphur	DIN 51353	Not-Corrosive
6.	Potentially corrosive sulphur	IEC 62535	Not-Corrosive
7.	DBDS	IEC 62697-1	Not detectable (< 5 mg/kg)
8.	Presence of oxidation inhibitor	IS 13631 or IEC 60666	0.08% (Min.) to 0.4% (Max.) Oil should contain no other additives. Supplier should declare presence of additives, if any.
9.	Metal passivator additives	IEC 60666	Not detectable (<5 mg/kg)



10.	2-Furfural content and related compound content	IS 15668 or IEC 61198	Not detectable (<0.05 mg/kg) for each individual compound
11.	Stray gassing under thermooxidative stress	Procedure in Clause A.4 of IEC 60296-2020 (oil saturated with air) in the presence of copper	Non stray gassing: < 50 µl/l of hydrogen (H2) and < 50 µl/l methane (CH4) and < 50 µl/l ethane (C2H6)
C	Performance		
1.	Oxidation stability	IEC 61125 (method c) Test duration 500 hour	
2.	Total acidity*	4.8.4 of IEC 61125:2018	0.3 mg KOH/g (Max.)
3.	Sludge*	4.8.1 of IEC 61125:2018	0.05 % (Max.)
4.	Dielectric dissipation factor (tan delta) at 90degC	4.8.5 of IEC 61125:2018	0.05 (Max.)
	*values at the end of oxidation stability test		
D	Health, safety and environment (HSE)		
1.	Flash point	IS 1448 Part 21 or ISO 2719	(Min.)135deg C
2.	PCA content	IP 346	< 3%
3.	PCB content	IS 16082 or IEC 61619	Not detectable (< 2 mg/kg)
E	Oil used (inhibited) for first filling, testing and impregnation of active parts at manufacturer's works shall meet parameters as mentioned below:		
1	Break Down voltage (BDV)		70kV (min.)
2	Moisture content		5 ppm (max.)
3	Tan-delta at 90°C		0.005 (max)
4	Interfacial tension		0.04 N/m (min)
F	Each lot of the oil shall be tested prior to filling in main tank at site for the following:		
1	Break Down voltage (BDV)		70 kV (min.)
2	Moisture content		5 ppm (max.)
3	Tan-delta at 90°C		0.0025 (Max)
4	Interfacial tension		0.04 N/m (min)
G	After filtration & settling and prior to energisation at site oil shall be tested for following:		
1	Break Down voltage (BDV)		70 kV (min.)
2	Moisture content at hot condition		5 ppm (max.)
3	Tan-delta at 90°C		0.005 (Max)
4	Interfacial tension		More than 0.04 N/m
5	*Oxidation Stability		
	a) Acidity		0.3 (mg KOH /g) (max.)
	b) Sludge		0.05 % (max.)
	c) Tan delta at 90 °C		0.05 (max.)
6	*Total PCB content		Not detectable (less than 2 mg/kg total)
* Separate oil sample shall be taken and test results shall be submitted within 45 days after commissioning for approval of EMPLOYER.			

Note: Supplier shall declare the chemical family and function of all additives and the concentrations in the cases of inhibitors, antioxidants and passivators.

CLAUSE NO.	TECHNICAL REQUIREMENTS	
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1.06.04

**Insulating oil**

No inhibitors shall be used in the transformer oil. The oil supplied with transformers/reactor shall be new and previously unused and must conform to following while tested at supplier's premises and shall have following parameters.

S.No.	Property	Permissible values
1.	Kinematic Viscosity, mm <sup>2</sup> /s	≤ 12 at 40 ° C ≤ 1800.0 at (-)30 ° C
2.	Flash Point, ° C	≥ 140° C
3.	Pour point, ° C	≤ (-)40 ° C
4.	Appearance	Clear , free from sediment and suspended matter
5.	Density kg/dm <sup>3</sup> at 20 ° C	≤ 0.895
6.	Interfacial Tension N/m at 25° C	≥ 0.04
7.	Neutralisation value, mgKOH/g	≤ 0.01
8.	Corrosive sulphur	Non Corrosive
9.	Water content mg/kg	≤ 30 in bulk supply ≤ 40 in drum supply
10.	Anti oxidants additives	Not detectable
11.	Oxidation Stability -Neutralization value, mgKOH/g -Sludge, % by mass	≤ 1.2 ≤ 0.1
12.	Breakdown voltage	
	As delivered, kV After treatment, kV	≥ 30 ≥ 70
13.	Dissipation factor, at 90° C And 40 Hz to 60 Hz	≤ 0.005
14.	PCA content	≤1%
15.	Impulse withstand Level, kVp	≥ 145
16.	Gassing tendency at 50 Hz after 120 min, mm <sup>3</sup> /min	≤ 5

TELANGANA STPP-I (2X800MW) BALANCE OF PLANT PACKAGE	TECHNICAL SPECIFICATIONS SECTION – VI, PART-B BID DOC. NO.:CS-9591-001C-2	B-19: TRANSFORMERS/REACTOR AND ASSOCIATED MAINTENANCE, MONITORING & TESTING EQUIPMENTS	PAGE 8 OF 34
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### A) ANNEXURE-A

#### Un-Inhibited Napthenic based EHV grade Transformer Oil for 700 MWe Projects

S.NO.	Characteristics	Limiting values of parameter	Test Results
1	Appearance	Clear & transparent and free from suspended matter or sediments	
2	Density at 20 Deg.C Kg/dm3, Maximum.	0.895	
3	Kinematic Viscosity, mm2/S		
	a) at 40 deg.C, Maximum	11	
	b) at <b>Minus</b> 30 deg.C, Maximum.	1800	
4	Interfacial Tension at 27 deg.C (N/m), Minimum	0.04	
5	Flash Point deg.C, Minimum.	140	
6	Pour Point deg.C, Minimum	<b>Minus</b> 45	
7	Neutralization Value		
7-a	Total Acidity, Maximum	0.03 mg KOH/g	
7-b	Inorganic Acidity / alkalinity	Nil	
8	Corrosive Sulphur ( CIGRE test method (TF A2.32.01 Revision of tests and pecifications for corrosive sulphur in Transformer Oils)	Non-Corrosive	
9	Electric Strength (Break Down Voltage)		
	a) New Unfiltered oil, kV, Minimum	30 kV	
	a) After Filtration kV, Minimum	70 kV	
10	Dielectric Dissipation Factor (Tan Delta) at 90 deg.C , Maximum	0.002	
11	Specific Resistance (Resistivity)		
	a) at 90 deg.C, Minimum	35x10 <sup>12</sup> Ohm - cm	
	b) at 27 deg.C, Minimum	1500x10 <sup>12</sup> Ohm - cm	
12	<b>Oxidation Stability after 164 Hrs. at 100 deg.C</b>		
	a) Neutralization Value, Maximum	0.2 mg KOH/g	
	b) Total sludge % Wt., Maximum	0.05% by weight	

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13	<b>Ageing characteristics after accelerated aging (Open beaker method with Copper Catalyst)</b>		
	a) Specific resistance :		
	At 27 deg.C, Minimum	$2.5 \times 10^{12}$ Ohm - cm	
	At 90 deg.C Minimum	$0.2 \times 10^{12}$ Ohm - cm	
	b) Tan Delta at 90 deg.C, Maximum	0.20	
	c) Total acidity , Maximum	0.05 mg KOH/g	
	d) Total sludge, Maximum	0.05% by Wt.	
14	Water content, mg/kg	30 in bulk delivery 40 in drum delivery	
15	Presence of oxidation inhibitor, percent by weight	Not Detectable with respect to IS-335 Amendment-1997	
16-a	Napthenic Content	46 to 53%	
16-b	Paraffinic Content	36 to 46%	
16-c	Aromatic Content	Remaining/balance	
17	<b>Health, Safety and Environment (HSE)</b>		
17.1	PCA content (BS 2000 Part 346), %, Maximum	3 %	
17.2	PCB content (IEC 61619), mg/kg	Less than 1	
17.3	Negative Impluse Voltage testing kVp (ASTM D-3300), Minimum	145	
18	Total sulphur content (BS 2000 part 373 or ISO 14596), %	0.15 %	
19	2-Furfural content (IEC 61198) , mg/kg, Maximum	0.1	
20	Gassing (IEC 60628 A)	No general requirement, however, negative gassing tendency is not acceptable	
NOTE: 1 Oil samples ( One Composite and 8 individual) shall be tested at the works of transformer oil manufacturer)			
NOTE: 2 Test Results of 1 (One) Composite sample shall meet test requirement as per Item Nos. 1 to 20 above.			
NOTE: 3 Test Results of 8 Individual samples shall meet test requirement as per Item Nos. 9,10& 11 above.			
NOTE: 4 In case , test facilities of any test mentioned above are not available at the works of transformer oil manufacturer, the same test shall be conducted at any third party test lab Approved by CE(EP)/CE(ED) of NPCIL.			

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