

**BHARAT HEAVY ELECTRICALS LTD., BHOPAL**  
**MATERIAL MANAGEMENT(EM)**  
**PIPLANI – BHOPAL – 462 022 (M.P)**  
**PHONE : + 91 755 250 5785 / 5052**  
**e-mail:- adarshkc@bhel.in, akumar1@bhel.in**

**OPEN TENDER NOTICE No. : MEX/22-23/E1523318**

Tenders in two part bid system are invited for supply of the following items. Complete tender document can be downloaded from BHEL website <http://www.bhel.com> & BHEL e-procurement website <https://eprocurebhel.co.in/nicgep/app>. *The tender should be submitted before 03.00 PM of 10/04/2023 through* BHEL e-procurement website <https://eprocurebhel.co.in/nicgep/app>.

Note :- All enclosures are available on BHEL website <http://www.bhel.com> as well as BHEL e-procurement website <https://eprocurebhel.co.in/nicgep/app> against the above enquiry. Unregistered vendor can download the assessment form for registration from our website.

S. No	Enquiry no.	NIC Tender ID	Item	Qty.	Due date
1	E1523318	2023_BHEL_23446_1	Hardner	57,200 Kg	10 <sup>th</sup> April 2023
2			Epoxy Resin	46,640 Kg	

**Note:-** All subsequent corrigendum/amendment shall be published only on our website <http://www.bhel.com> & BHEL e-procurement website <https://eprocurebhel.co.in/nicgep/app> against the enquiry no. Hence, bidders are advised to be always in touch with our website till the tender is finally opened.

  
**Adarsh Kumar Chowdhary**  
**Manager (MEX)**  
आदर्श कुमार चौधरी  
**ADARSH KUMAR CHOWDHARY**  
प्रबंधक / Manager  
सा. प्र. - ई. एम. / M. M. - E. M.  
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

कदम कदम मिलाना है ग्राहक सफल बनाना है

Marching Towards Business Excellence

ENQUIRY

 <b>ENQUIRY</b> TWO PART BID BPC 0007 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 E1523318 ENQUIRY DATE 20/03/23 ENQUIRY DUE DATE 10/04/23
	TIN NO- 23573000001	ECC NO- AAACB4146PXM009	MPCT NO- HEL/05/01/0001/515/11/79	
	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	2	6	2	121720218
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION IN 220 KG DRUM WITH PO NO , MFG DATE & E				
	TEST CERTIFICATE		Y	XPIRY DATE, SUPPLIER ID ON EACH DRUM.				
	INSTRUCTION BOOKLET		N	TECHNICAL CONDITION AS PER DESCRIPTION AND SPECIFICATION.				
	SAMPLE		N					
	GATE PASS		Y	INSPECTION CONDITION BY BHEL AT BHEL BHOPAL AS QAP NO-QA-MT-BOI-037 R 00 DT-17.06.16.				

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	BL2760069001	HARDNER TO SPEC NO.- BP27669 REV 05.	KG	57200.000	0	1	13640.000	217	30/08/23
						2	17160.000	217	30/10/23
						3	26400.000	217	30/12/23
2	BL2760064000	EPOXY RESIN TO SPEC NO.-BP27664 REV 05	KG	46640.000	0	1	11000.000	217	30/08/23
						2	14080.000	217	30/10/23
						3	21560.000	217	30/12/23

**REMARK** [1] THIS IS AN E-PROCUREMENT ENQUIRY & OFFER TO BE SUBMITTED THROUGH NIC PORTAL (HTTPS://EPROCUREBHEL.CO.IN/NICGEP/APP) ONLY. [2] BOTH ITEMS SHALL BE PROCURED FROM SAME SUPPLIER, L1 STATUS SHALL BE DECIDED BY COMBINING THE RATE OF BOTH ITEMS TOGETHER. [3] REVERSE AUCTION SHALL BE DONE AS PER GUIDELINES. [4] BHEL STD T&C BP200102A, MM5527 (AS AVAILABLE AT HTTPS://BPL.BHEL.COM) ARE APPLICABLE. [5] ALL GST PROVISIONS ARE APPLICABLE. [6] DULY FILLED PQR ALONG WITH SUPPORTING DOCUMENTS (WITH SIGN & SEAL) AND LOCAL CONTENT DECLARATION AS PER ATTACHED FORMAT TO BE SUBMITTED WITH OFFER. [7] PLEASE QUOTE FOR BHEL BHOPAL DOOR DELIVERY BASIS INCLUDING P&F, FREIGHT & INSURANCE CHARGES. [8] IDENTIFICATION I.E. PO NO, MATERIAL DESCRIPTION, SPEC NO, MFG DATE AND EXPIRY DATE, SUPPLIER ID ETC. MUST BE DONE ON EACH DRUM. [9] EARLY DELIVERY IS ACCEPTABLE.

DRAWING N PURCH SPEC Y CATALOUGE N Quality Surveillance Pl: Y TWO PART BID Y

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

**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 :** ADARSH KUMAR CHOWDHARY

**DESC :** MANAGER

0755-2505785

adarshkc@bhel.in

आदर्श कुमार चौधरी  
**ADARSH KUMAR CHOWDHARY**  
 प्रबंधक / M.S. & SEAL  
 सा. प्र. - ई. एम. / M.M. - E.A.L.  
 बी.ई.ई.एल., भोपाल / B.H.E.L., BHOPAL

Techno-Commercial Bid (To be filled by supplier and submit with offer)				
Tender No.		E1523318		
Item Description :		ITEM-01 :- HARDNER TO SPEC NO.- BP27669 REV 05. ITEM-02 :- EPOXY RESIN TO SPEC NO.-BP27664 REV 05		
Remarks :		[1] THIS IS AN E-PROCUREMENT ENQUIRY & OFFER TO BE SUBMITTED THROUGH NIC PORTAL (HTTPS://EPROCUREBHEL.CO.IN/NICGEP/APP) ONLY. [2] BOTH ITEMS SHALL BE PROCURED FROM SAME SUPPLIER, L1 STATUS SHALL BE DECIDED BY COMBINING THE RATE OF BOTH ITEMS TOGETHER. [3] REVERSE AUCTION SHALL BE DONE AS PER GUIDELINES. [4] BHEL STD T&C BP200102A, MM5527 (AS AVAILABLE AT HTTPS://BPL.BHEL.COM) ARE APPLICABLE. [5] ALL GST PROVISIONS ARE APPLICABLE. [6] DULY FILLED PQR ALONG WITH SUPPORTING DOCUMENTS (WITH SIGN & SEAL) AND LOCAL CONTENT DECLARATION AS PER ATTACHED FORMAT TO BE SUBMITTED WITH OFFER. [7] PLEASE QUOTE FOR BHEL BHOPAL DOOR DELIVERY BASIS INCLUDING P&F, FREIGHT & INSURANCE CHARGES. [8] IDENTIFICATION I.E. PO NO, MATERIAL DESCRIPTION, SPEC NO, MFG DATE AND EXPIRY DATE, SUPPLIER ID ETC. MUST BE DONE ON EACH DRUM. [9] EARLY DELIVERY IS ACCEPTABLE.		
Sr. No.	ELEMENTS	Standards	To be offered / confirmed by supplier	Remarks, if any
1	Quotation Reference & date	As per supplier		
2	HSN / SAC code	As per supplier		
2.1	GST TYPE & ITS PERCENTAGE APPLICABLE Item wise mentioned in the offer (IGST/CGST+SGST/UGST)	As per supplier		
3	Quotation Currency	In INR		
4	E-Mail	As per supplier		
5	Phone/Mobile	As per supplier		
6	Contact Person	As per supplier		
7	Order to be placed on	As per supplier		
8	Address	As per supplier		
9	Minimum delivery period to be quoted in no of days from the date of receipt of Purchase Order.	As per supplier		
10	Prices shall be Firm.	Yes		
11	INSPECTION: As given in enquiry.	Yes		
12	Delivery Destination: - The material is required to be supplied to FOR BHEL Bhopal with all freight charges on paid basis.	Yes		
12.1	Price to be furnished on FOR destination BHEL Bhopal, duly insured basis inclusive of P&F charges.	Yes		
13	Quoted for all the items of tender enquiry	Yes / No. (If "No" please mention item number of regretted items)		
14	Technical Specifications [Supplier to submit dully filled, signed & sealed copy of PQR alongwith supporting documents with offer].	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
15	Guarantee Period of Material as per clause no. 18 of enquiry GTC BP200102A.	Yes		
16	TC , GC and ALL Inspection report as per tender enquiry and specification will be submitted along with each consignment.	Yes (In case of "No" your offer may be rejected).		
17	Brand Name, If any.	As per supplier		
18	Supply from	As per supplier		
19	Quotation Validity will be 90 days from the date of Technical bid opening.	Yes		
20	Are you registered under MSE ACT 2006 as small or micro.	Yes / No (If select Yes, please enclosed valid UDYAM registration certificate)		

Name of Supplier: .....  
Sign and Seal of Supplier


Techno-Commercial Bid (To be filled by supplier and submit with offer)				
Tender No.		E1523318		
Description :		ITEM-01 :- HARDNER TO SPEC NO.- BP27669 REV 05. ITEM-02 :- EPOXY RESIN TO SPEC NO.-BP27664 REV 05.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
21	<p>Payment terms: 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers under as per relevant act in force) subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p> <p>Important note: An MSE enterprises who are traders/agent/dealer shall not be benefitted under public procurement. Therefore, no benefit including terms of payment within 45 days shall be passed on to MSE vendor who are trader, dealer and agent. If you are not an "original manufacturer" of indented product against above enquiry, please accept the payment terms as "100% payment in 90 days after receipt &amp; acceptance of material at BHEL". In case of non-acceptance or any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>	90 days / 45 Days (If supplier is MSE, please select 45 days and if supplier is non-MSE or Trader/Dealer/Agent, please select 90 days)		
22	Other Charges (If any)	Applicable / Not Applicable. (If applicable please mention percentage (%) / Value (along with type of charges).		
23	Transit Insurance will be in supplier scope	Yes		
24	Penalty: - LD penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. (Please refer clause 9 of GTC - BP200102A).	Yes / No (In case of "No", your offer will be loaded suitably)		
25	Acceptance of General Terms and Conditions of enquiry (Form No. BP- 200102A) & BHEL P.O. Terms & Conditions (Indigenous) MM5527 (available at B2B site of BHEL Bhopal).	Yes (In case of "No" your offer may be rejected).		
26	Kindly confirm whether other family firms or sister concern affiliates / subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. (if yes kindly attach filled, sign & sealed copy of Annexure-IX).	Kindly attach 'Annexure -IX' with seal & sign.		
27	Confirm whether bidder is Manufacturer or Trader or Dealer or Agent of items under enquiry. In case of Trader or Dealer or Agent, please furnish authorization certificate from OEM.	As per supplier		
28	I/We hereby certify that the quoted items(s) offered by us in this enquiry is /are having local content (in %) of	As per supplier		
28.1	I/We hereby certify that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017 Dtd. 4-6-2020 and I/We qualify as (Class-I/Class-II/Non-Local supplier – Fill in one which is applicable).	As per supplier (Class I – Equal to or more than 50%, Class II – More than 20% but less than 50%, Non - Local :Less than or equal to 20%) (NOTE:: Please provide Certification regarding local content on your letter head for the quoted items with seal & sign.)		
28.2	Address of location at which the local value addition is made:	As per supplier		
28.3	By filling "Yes" in adjacent Box, I hereby declare & confirm that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. 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.	Yes / No		

- 1) Deviation in any commercial condition shall be suitably loaded in the offered price.
- 2) In case of any conflict, confirmation by vendor provided here will supersede.
- 3) In case bidder is not making an offer against this enquiry, we request the bidder to post the regret letter

Name of Supplier:.....

Seal & Sign of supplier



 An ISO 9001:2015 Company	<b>MANDATORY TECHNICAL PRE-QUALIFICATION REQUIREMENTS (PQR) FOR PROCUREMENT OF BISPHENOL-A EPOXY RESIN AND ANHYDRIDE HARDENER TO BHEL BHOPAL SPECIFICATIONS BP27664 &amp; BP27669 THROUGH OPEN TENDER</b>	PQR/VPI(R+H)/2023/111
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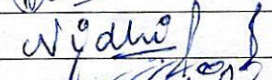
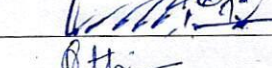

## A. Introduction

BHEL is manufacturing various types of high voltage rotating electrical machines (motors & generators) for Thermal, Hydro & Nuclear power plants/ industries/ defence applications etc. In these machines, various types of insulating materials are required for providing proper electrical isolation between live and earthed parts. These motors and generators, for their stators/ rotors, have either global VPI impregnation or individual/ group of bars vacuum pressure impregnation. They are expected to have a very long working life.


## B. Application Requirements

This specification details the Pre-Qualification Requirements for vendors for supplying extremely high purity Bisphenol-A Epoxy Resin & Anhydride Hardener system suitable for above mentioned vacuum pressure impregnation (VPI) process. The insulation tapes used in stator coils/ stator bars/ rotor coils /rotor bars for inter-turn/ inter-strand, slot wall and end winding insulation have a special accelerator based on either zinc naphthenate/ deca zinc or TMPTA/ ethyl piperazine/ dimethyl benzyl amine. The epoxy resin and hardener, when mixed (in the ratio of 100:120) are expected to react in the presence of above accelerators under vacuum (typically 0.2 mbar) pressure (typically 4 bar) impregnation (VPI) process followed by curing at elevated temperature (typically 140°C), and become a solid monolithic mass. The epoxy resin and hardener shall be strictly as per BHEL Bhopal technical specifications BP27664 & BP27669. The insulation class of the composite system after VPI process should be at least Class F.

The material is very critical, as it is the key ingredient of insulation system on which life and performance of BHEL motors & generators depends. The material should be of highest

Distribution:	Date of Rev. 00: 11/01/2023	Name	Signature
ISE CIM HGE AME MEX	Prepared by	Abha Otti	
	Checked by	Nidhi Gupta	
	Approved by	Bishwanath Oraon	
	Issued by	Abha Otti	
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	<b>MANDATORY TECHNICAL PRE-QUALIFICATION REQUIREMENTS (PQR) FOR PROCUREMENT OF BISPHENOL-A EPOXY RESIN AND ANHYDRIDE HARDENER TO BHEL BHOPAL SPECIFICATIONS BP27664 &amp; BP27669 THROUGH OPEN TENDER</b>	PQR/VPI(R+H)/2023/111
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quality & purity. Hence meeting the technical requirements laid down by BHEL are highly critical and mandatory.


**C. Pointwise compliance to below mentioned mandatory qualification criteria to be submitted by the bidder along with supporting documents.**

Sl. No.	PQR Requirement	Vendor's Response (Tick whichever of the below is valid)	Supporting Documents to be Submitted for Compliance
1.	Bidder should be either original manufacturer (OEM) or authorized distributor/ dealer/ channel partner/ sister concern/ group company of original manufacturer.	Original manufacturer (OEM) (Yes/ No)	Documentary evidence of being manufacturer
		Authorized distributor/ dealer/ channel partner/ sister concern/ group company of original manufacturer (Yes/ No)	1. Valid authorization letter from OEM 2. Letter from OEM clearly mentioning that they will provide complete technical guarantee / warrantee of the material and will give complete technical support for the supplies made by the bidder against order (if received for this enquiry).
2.	Complete compliance to technical specifications BP27664 & BP27669  The materials should meet our specifications BP27664 & BP27669 in totality and the combined properties of mixture in the recommended mixing ratio as mentioned in the specifications. The material should also meet our	Yes/ No	Signed & sealed copy of the technical specifications BP27664 and BP27669 to be submitted as a technical compliance.

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	application requirements as per Clause "B" of this PQR.		
3.	Manufacturer's Data Sheet of the product grades offered in the bid, are to be uploaded along with the bid documents. Buyer can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.	Yes/ No	Manufacturer's Data Sheet of the product grades offered in the bid
4.	The bidder and/ or its OEM has adequate manufacturing facilities at their works/ in-house for manufacturing these materials	Yes/ No	<ol style="list-style-type: none"> <li>1. List of plant &amp; machinery available for manufacturing the tendered item to be provided</li> <li>2. Pictures of manufacturing facility to be submitted</li> </ol>
5.	<p>Testing facilities required to conduct all the tests as per specs BP27664 &amp; BP27669 are available with the bidder and/ or its OEM.</p> <p>List of outsourced facilities, if any, to be submitted. Outsourced labs/ firms have Government/ NABL/ ISO/ IEC/ equivalent accreditation.</p>	Yes/ No	<ol style="list-style-type: none"> <li>1. Details of testing facilities available for testing of subject items along with list of outsourced facilities (if any), to be provided. Documentary evidence of NABL/ other accreditation of outsourced labs (if any) to be submitted.</li> <li>2. Pictures of in-house testing facility to be submitted</li> </ol>
6.	<p>a) Bidder to furnish QAP that shall be followed during manufacturing of resin and hardener</p> <p>b) Organization chart of the bidder and/or its OEM to be furnished</p>	Yes/ No	QAP and organization chart

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7.	<p><b>Supply Experience:</b></p> <p>a) The Bidder or its OEM should have supplied Bisphenol-A Epoxy resin &amp; Methyl Hexa Hydrophthalic Anhydride Hardener (MHHPA) during preceding 10 financial years (i.e. current year and ten previous financial years) as on opening of bid, as per following criteria:</p> <p>(i) Single order of at least 35% of bid quantity*; or</p> <p>(ii) Two orders of at least 20% each of bid quantity*; or</p> <p>(iii) Three orders of at least 15% each of bid quantity*</p> <p>* Bid quantity of relevant item (resin or hardener) will be considered for evaluation of supply experience criteria.</p> <p>Both the items of enquiry (resin and hardener) should meet the above experience criteria independently.</p> <p>b) The supply experience submitted should be of epoxy resin and hardener used as a system for vacuum pressure impregnation process (VPI) of high voltage motors and hydro / turbo / industrial generators by reputed motor/ generator manufacturers. The vendor to submit documentary evidence to support this.</p>	Yes/ No	<ol style="list-style-type: none"> <li>1. Copies of POs and corresponding invoices</li> <li>2. Documentary evidence for point (7b)</li> </ol>

Note: BHEL reserves the right to verify the information submitted by the vendor by asking for additional documents, if required. In case the information submitted is found false or incorrect, the offer will be rejected and suitable action will be taken as per extant guidelines.

In case of quotation by authorized distributor / dealer / channel partner / sister concern / group company of OEM, the experience / manufacturing facilities / testing facilities of OEM will also be admissible.

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Annexure-1

**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 Hardner & Epoxy Resin

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

### Section 4 - Compensation for Damages

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





**Section 5 - Previous Transgression**

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

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

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

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

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

**Section 8 -Independent External Monitor(s)**

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



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

#### Section 9 - Pact Duration

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



**Section 10 - Other Provisions**

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

आदर्श कुमार चौधरी  
ADARSH KUMAR CHOWDHARY  
प्रबंधक / Manager  
सा.प्र. ई.एम.-ई.एम. / M.M.-E.M.  
बी.एच.ई.एल. भोपाल / B.H.E.L., BHOPAL  
For & On behalf of the Principal  
(Office Seal)

Place Bhopal  
Date 20-03-23

Witness: ज्योत्सना  
20/3/23  
(Name & Address) BHEL  
ज्योत्सना सिंह / JYOTSANA SINGH  
वरिष्ठ प्रबंधक / Sr. Manager  
सामग्री प्रबंधन-ई.एम. / M.M.-E.M.  
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.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (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 any of the above IEM(s). 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) आदर्श कुमार चौधरी  
Name: ADARSH KUMAR CHOWDHARY  
Deptt: प्रबंधक / Manager  
Address: ए.प्र. - ई.एम. / M.M. - E.M.  
Phone: (Landline/ Mobile) 0755-2505785  
Email: adarsh.kc@bhel.in  
Fax: \_\_\_\_\_

(2) ज्योत्सना सिंह / JYOTSANA SINGH  
Name: ज्योत्सना सिंह / JYOTSANA SINGH  
Deptt: वरि. प्रबंधक / Sr. Manager  
Address: ए.प्र. - ई.एम. / M.M. - E.M.  
Phone: (Landline/ Mobile) 0755-2505953  
Email: jyotsanasingh@bhel.in  
Fax: \_\_\_\_\_





TSD6206A

## PLANT PURCHASING SPECIFICATION BHOPAL

BP 27669

REV NO. 05

PAGE 1 of 4

### 4- METHYL - CYCLOHEXANE-1, 2-DICARBONIC ACID ANHYDRIDE HARDENER

**SUPERSEDES**  
BP27669 Rev 04

#### 1. GENERAL :

This specification covers the technical requirements of liquid 4-Methyl-cyclohexane-1, 2-dicarboxylic acid anhydride Hardener for use with Bisphenol-A epoxy resin to spec. BP27664 for vacuum pressure impregnation.

#### 2. APPLICATION :

Used in appropriate mixing quantity with epoxy resins for impregnation of windings of electrical machines as per VPI technology.

#### 3. COMPLIANCE WITH NATIONAL STANDARDS :

There is no Indian Standard covering this type of material.

#### 4. MATERIALS :

The material shall be ordered on BHEL approved sources & their approved grades only.

#### 5. REQUIREMENTS :

##### 5.1 Composition and Class

The hardener shall be based on 4-Methyl-cyclohexane-1, 2-Dicarboxylic acid anhydride. It shall be of low viscosity and very low reactivity when processed with Bisphenol - A epoxy resin to BP 27664.

Mixtures of epoxy resin to BP 27664 and hardener to BP 27669 shall show good thermal, mechanical and electrical properties up to 155°C.

The IR spectra of the hardener lots should always comply with the sample lot type approved earlier and no deviation from this shall be allowed.

5.2 The material shall comply with the requirements given in Table 1 with a test sample received for evaluation.

#### Revision:

Changes made in Clause 1, 5.2, 5.3.1, 5.3.2.1, 5.3.2.2 & 5.4. CL 9 added.

Spec. is based on Siemens spec. SN 43027

Issued by :

STANDARDS AND MATERIALS GROUP  
TECHNICAL SERVICES DEPARTMENT

Rev. 05

Date : 02-12-2020

Date of first Issue: March - 1986





TSD 6207A

## PLANT PURCHASING SPECIFICATION BHOPAL

BP 27669

REV NO. 05

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Table 1

S. No.	Characteristics	Requirements	Method of test Referred as under
1.	Viscosity at 25 <sup>0</sup> C	45 - 70 mPa.s	Corp St. AA0851710
2.	Density at 25 <sup>0</sup> C (g/cm <sup>3</sup> )	1.13-1.17	

### 5.3 Additional Tests for Resin – Hardener Mix :

#### 5.3.1 Determination of free acids

This property shall be checked by increase in viscosity at 70<sup>0</sup>C, when mixed with resin to BP 27664.

Resin and hardener are heated in separate containers to 70<sup>0</sup>C and thereafter 100 pbw of the resin to BP27664 shall be mixed with 120 pbw of the hardener to BP 27669. The viscosity of this resin mix is determined at 70<sup>0</sup>C (CI.5.3.2.1 (a)).

The resin mix is divided equally into 4 glass containers G1, G2, G3 & G4.

Resin mix in G1 & G2 is heated for 20 hours at 100<sup>0</sup> C. Thereafter, viscosity of these two samples is measured at 70<sup>0</sup> C (CI.5.3.2.1 (b)). The individual values should not differ from their mean by more than 0.5 mPa.s.

Resin mix in G3 & G4 is heated for 10 days at 70<sup>0</sup> C. Thereafter, viscosity of these two samples is measured at 70<sup>0</sup> C (CI 5.3.2.2 (c)). The individual values should not differ from their mean by more than 0.5 mPa.s.

Viscosity shall be measured in a Brooke field Viscometer with UL Adapter at 12 rpm.

The measure of reactivity of the impregnating resin is determined from the difference in viscosity before and after heating [(B-A) and (C-A)] (Refer Clause 5.3.2).

While conducting the test, due attention should be paid to see that the glass containers used are not contaminated by the compounds having a catalytic or inhibiting influence on the impregnating resin and thus increase or reduce the viscosity while heating.

It should be ensured that the testing conditioned tolerance of the measuring method is less than 0.2 mPa.s.





## PLANT PURCHASING SPECIFICATION BHOPAL

BP 27669

REV NO. 05

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### 5.3.2 Measurement of Viscosity of Mixed resin as per Cl 5.3.1 at 70° C (Corporate Standard CS-AA 0851710)

#### 5.3.2.1 Routine and acceptance tests :

a) Initial Viscosity

Viscosity at 70° C  $\leq$  19.0 mPa.s **(A)**

b) Viscosity after heating for 20 hours at 100°C

Viscosity after 20 hrs. / 100° C ( measurement at 70° C) Observed Value **(B)**

Permissible Viscosity increase after 20 hrs. / 100° C  $\leq$  1.5 mPa.s **(B-A)**

#### 5.3.2.2 Type Test :

c) Viscosity after Heating for 10 days at 70° C

Viscosity after 10 days / 70° C ( measurement at 70° C) Observed Value **(C)**

Permissible Viscosity increase after 10 days / 70° C  $\leq$  3.0 mPa.s **(C-A)**

### 5.3.3. Checking of sediments in hardener when supplied in barrels

In each case, two barrels of each batch are checked for sediments at temp. > 20 °C by drawing sample from the bottom of the barrel with long glass tube. If sedimentation is noticed in even one of the barrels, all the barrels of the batch to be checked. The barrels with sediments should be rejected.

### 5.4 Shelf Life and Keeping Property

**Hardener drums** should be stored (at BHEL stores) in their original unopened containers at room temperature in dry and properly covered area in upright condition to prevent leakage. The drums should not be stacked on each other.

The material shall retain the properties prescribed in this specification for a period of at least 24 months from the date of manufacture, which shall be subsequent to the date of placing order.

#### Note :

After expiry of shelf life the hardener shall be tested for viscosity at 70°C after mixing the recommended resin hardener proportion as per clause 5.3.1 and reactivity test i.e. increase in viscosity measured at 70°C after heating at 100°C for 20 hours. Increase in viscosity shall be  $\leq$  2 mPa.s from the initial value. The hardener is in usable condition if the above requirements are met.





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## PLANT PURCHASING SPECIFICATION BHOPAL

BP 27669

REV NO. 05

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### 6. TEST CERTIFICATE

Three copies of test certificate shall be supplied bearing the following information.  
BP27669 Rev 05: 4-Methyl-cyclohexane-1, 2-dicarboxic acid anhydride Hardener.

BHEL Order No.

Batch No.

Size and No. of drums

Date of Manufacture

Date of Expiry

Storage Conditions

Test results containing the properties of material as per Table 1 of clause 5.2 and clause 5.3.2.

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

### 7. PACKING AND MARKING

The material shall be packed in non-reactive drums of 220 kg or any suitable size as per our order and sealed. The drums are to be suitably packed to prevent damage during transit. Each drum shall bear the following information.

BP 27669: 4-Methyl-cyclohexene-1, 2-dicarboxic acid anhydride Hardener.

BHEL Order No.

Batch No.

Supplier's Name

Date of Manufacture

Date of Expiry

Storage Condition

Net Weight

### 8. REJECTION & REPLACEMENT

Material failing to conform to this specification will be rejected. The supplier shall undertake to replace the rejected material at his own cost.

### 9. ENVIRONMENTAL REQUIREMENTS

The supplier shall furnish Material Safety Data Sheet (MSDS) covering all information relating to human safety and environmental impacts of the hazardous materials particularly during their transportation, storage, handling and disposal along with each supply.

Each container shall be marked with corresponding symbol and minimum worded cautionary notice for flammable/ corrosive/ toxic/ harmful/ irritant and oxidizing etc. as applicable.





## PLANT PURCHASING SPECIFICATION BHOPAL

BP 27664

REV NO. 05

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**SUPERSEDES**  
BP 27664 Rev 04

### EPOXY RESIN FOR VACUUM PRESSURE IMPREGNATION

#### 1. GENERAL :

This specification covers the technical requirements of solvent free, unmodified, distilled epoxy resin of high purity based on Bisphenol – A and Diglycidylether. The resin has low reactivity when processed with 4 – Methyl – Cyclohexane – 1, 2 – Dicarboxylic Acid Anhydride Hardener to spec. BP27669. The resin / hardener mixture has a long pot life even at elevated temperatures and is therefore suitable for preparing large impregnating baths.

#### 2. APPLICATION :

Used for vacuum pressure impregnation of windings of electrical machines.

#### 3. COMPLIANCE WITH NATIONAL STANDARDS :

There is no Indian Standard covering this type of material.

#### 4. MATERIALS :

The material shall be ordered on BHEL approved sources & their approved grades only.

#### 5. REQUIREMENTS :

##### 5.1 Composition and Class :

This resin shall be based on Bisphenol – A – Diglycidylether. It shall be of low viscosity and very low reactivity when processed with Anhydride Hardener to BP 27669.

Mixtures of epoxy resin to BP 27664 and hardener to BP 27669 shall show good thermal, mechanical and electrical properties up to 155° C.

The IR spectra of the individual resin lot should always comply with the sample lot type approved earlier and no deviation of this shall be allowed.

5.2 The material shall comply with the requirements given in Table 1 with the test sample drawn and tested in accordance with the relevant clauses of corporate standard AA0851710 and IS specified therein.

Revision:  
Changes made in Clause 1, 5.2, 5.3.2.1, 5.3.2.2,  
5.4 & Cl 9 added.

Spec. is based on Siemens spec. SN 43027

Issued by :

STANDARDS AND MATERIALS GROUP  
TECHNICAL SERVICES DEPARTMENT

Rev. 05

Date : 02-12-2020

Date of first Issue: April 1986



**Table – 1**

S. No.	Characterisitcs	Requirements	Method of test
1.	Density at 25 <sup>0</sup> C (g/cm <sup>3</sup> )	1.15 to 1.20	Corporate St. CS-AA0851710
2.	Epoxy Equivalent gm/Eq.	165 to 176	

**5.3 Additional Tests for Resin – Hardener Mix :**

For final acceptance of the resin, following property shall also be tested in addition to that given in Table 1.

**5.3.1 Sample Preparation :**

Resin and hardener are heated in separate containers to 70<sup>0</sup>C and thereafter 100 pbw of the resin shall be mixed with 120 pbw of the hardener to BP 27669. The viscosity of this resin mix is determined at 70<sup>0</sup>C (CI.5.3.2.1 (a)).

The resin mix is divided equally in to 4 glass containers G1, G2, G3 & G4.

Resin mix in G1 & G2 is heated for 20 hours at 100<sup>0</sup> C. Thereafter, viscosity of these two samples is measured at 70<sup>0</sup> C (CI.5.3.2.1 (b)). The individual values should not differ from their mean by more than 0.5 mPas.

Resin mix in G3 & G4 is heated for 10 days at 70<sup>0</sup> C. Thereafter, viscosity of these two samples is measured at 70<sup>0</sup> C (CI 5.3.2.2 (c)). The individual values should not differ from their mean by more than 0.5 mPa.s.

Viscosity shall be measured in a Brooke field Viscometer with UL Adapter at 12 rpm.

The measure of reactivity of the impregnating resin is determined from the difference in viscosity before and after heating [(B-A) and (C-A)] (Refer Clause 5.3.2).

While conducting the test, due attention should be paid to see that the glass containers used are not contaminated by the compounds having a catalytic or inhibiting influence on the impregnating resin and thus increase or reduce the viscosity while heating.

It should be ensured that the testing conditioned tolerance of the measuring method is less than 0.2 mPa.s.





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## PLANT PURCHASING SPECIFICATION BHOPAL

BP 27664

REV NO. 05

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**5.3.2** Measurement of Viscosity of Mixed resin as per CI 5.3.1 at 70° C  
(Corporate Standard CS-AA 0851710)

**5.3.2.1 Routine and acceptance tests :**

a) Initial Viscosity

Viscosity at 70° C  $\leq$  19.0 mPa.s **(A)**

b) Viscosity after heating for 20 hours at 100°C

Viscosity after 20 hrs./100° C ( measurement at 70° C) Observed value **(B)**

Permissible Viscosity increase after 20 hrs. / 100° C  $\leq$  1.5 mPa.s **(B-A)**

**5.3.2.2 Type Test :**

c) Viscosity after Heating for 10 days at 70° C

Viscosity after 10 days / 70° C ( measurement at 70° C) Observed value **(C)**

Permissible Viscosity increase after 10 days / 70° C  $\leq$  3.0 mPa.s **(C-A)**

**5.4 Shelf Life and Keeping Property :**

**Resin drums** should be stored (at BHEL stores) in their original unopened containers at room temperature in dry and properly covered area in upright condition to prevent leakage. The drums should not be stacked on each other.

The material shall retain the properties prescribed in this specification for a period of at least 24 months from the date of manufacture, which shall be subsequent to the date of placing order.

**Note :**

- i) The resin when delivered in barrel is in crystalline condition at room temperature. It should be melted for 18 hrs. approx. at 100-125° C before mixing with hardener.
- ii) After expiry of shelf life, the resin shall be tested for viscosity (at 70° C after mixing the recommended resin & hardener 100 : 120 proportion) and reactivity (increase in viscosity measured at 70° C after heating at 100° C for 20 hours). The increase in viscosity (reactivity) shall be  $\leq$  2 mPas from the initial value. The resin is in usable condition if the above requirements are met.





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## PLANT PURCHASING SPECIFICATION BHOPAL

BP 27664

REV NO. 05

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### 6. TEST CERTIFICATE :

Three copies of test certificate shall be supplied giving the following information.

BP 27664 Rev 05 : Epoxy Resin for Vacuum Pressure impregnation

BHEL Order No.

Batch No.

Date of Expiry

Size and No. of drums

Test results for the properties of resin as per Cl. 5.2, 5.3.2.

In addition, the supplier shall ensure to enclose one copy of test certificate furnishing properties as given in Cl. 5.2 and 5.3.2 along with the dispatch documents to facilitate quick clearance of the material.

### 7. PACKING AND MARKING :

The material shall be packed in metallic drums of 220 kg or any suitable size as per our order and sealed. The drums are to be suitably packed to prevent damage during transit. Each drum shall bear the following information.

BP 27664 : Epoxy Resin For Vacuum Pressure Impregnation

BHEL Order No.

Batch No.

Date of Manufacture

Date of Expiry

Net Weight

Supplier's Name

### 8. REJECTION & REPLACEMENT :


Material failing to conform to this specification will be rejected. The supplier shall undertake to replace the rejected material at his own cost.

### 9. ENVIRONMENTAL REQUIREMENTS


The supplier shall furnish Material Safety Data Sheet (MSDS) covering all information relating to human safety and environmental impacts of the hazardous materials particularly during their transportation, storage, handling and disposal along with each supply.

Each container shall be marked with corresponding symbol and minimum worded cautionary notice for flammable/ corrosive/ toxic/ harmful/ irritant and oxidizing etc. as applicable.





 <div><div>50</div><div>Years</div></div> <div><div>Golden Jubilee</div><div>1961 - 2014</div></div>		QUALITY PLAN FOR EPOXY RESIN AND HARDENER							QP. NO.: QA/MT/BOI-037			
		CUSTOMER: BHEL BHOPAL MATERIAL : EPOXY RESIN TO SPEC BP27664 AND HARDENER SPEC BP27669				QUALITY ASSURANCE –MOTOR GROUP			REV NO: 00		DATE: 17/06/2016	
									Page no.: 1 of 2			
SL NO	COMPONENTS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT &	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY		REMARKS	
									M	B		

<b>1.0</b>	<b>RAW MATERIALS &amp; BOUGHT OUT ITEMS</b>										
<b>1.1</b>	<b>EPOXY RESIN</b>	a) DENSITY AT 25 ° C b) VISCOSITY AT 25 ° C c) EPOXY EQUIVALENT,	MAJ	TEST	SAMPLE/ LOT	BHEL SPEC BP27664 /BP27669	BHEL SPEC BP27664 /BP27669	TC	R	R	
<b>1.2</b>	<b>HARDENER</b>	a) DENSITY AT 25 ° C b) VISCOSITY AT 25 ° C c) ANHYDRIDE CONTENT	MAJ	TEST	SAMPLE/ LOT	(BHEL SPEC BP27664 /BP27669)/ ISO-7327/ DIN-16945	(BHEL SPEC BP27664 /BP27669)/ ISO-7327/ DIN-16945	TC	R	R	
<b>1.3</b>	<b>EPOXY RESIN AND HARDENER MIX (100:120 pbw)</b>	<b><u>I) INITIAL VISCOSITY-</u></b> a) VISCOSITY AT 70 ° C	MAJ	TEST	SAMPLE/ LOT	BHEL SPEC BP27664 /BP27669	BHEL SPEC BP27664 /BP27669	TC	R	R	
		<b><u>II) TESTS AFTER AGEING AT 100 ° C /20HRS</u></b> a) VISCOSITY AFTER 20HRS AT 100 ° C  b) VISCOSITY INCREASE/BUILT UP AFTER 20HRS AT 100 ° C	MAJ	TEST	SAMPLE/ LOT	BHEL SPEC BP27664 /BP27669	BHEL SPEC BP27664 /BP27669	TC	R	R	
<b>1.4</b>	<b>STORAGE CONDITION</b>	<b>SHELF LIFE</b>	MAJ	TEST	100%	BHEL SPEC BP27664 /BP27669	BHEL SPEC BP27664 /BP27669	PRODU CT LABEL/ TC	R	R	

		<b>QUALITY PLAN FOR EPOXY RESIN AND HARDENER</b>						QP. NO.: QA/MT/BOI-037		
<b>CUSTOMER:</b> BHEL BHOPAL <b>MATERIAL :</b> EPOXY RESIN TO SPEC BP27664 AND <b>HARDENER SPEC BP27669</b>					<b>QUALITY ASSURANCE –MOTOR GROUP</b>			REV NO: <b>00</b>	DATE: 17/06/2016	
<b>Page no.: 2 of 2</b>										
SL NO	COMPONENTS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT &	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY M      B	REMARKS

**DOCUMENTS FOR SUBMISSION BY VENDOR:-**

1. Supplier material test certificates as per quality plan
2. COC (certificate of compliance) to specs BP27994 & BP27669

<b>LEGEND:</b> <b>P :</b> PERFORM <b>W:</b> WITNESS <b>R :</b> REVIEW Vis. Visual, Meas. – Measurement M: Manufacturer B: BHEL/TPIA	<b>Prepared by</b>	<b>Approved by</b>	
	 आशीष मोहन तेलगोटे / A.M. TELGOTE सहि. अभियंता-गु.अ. / Sr. Engineer-Q.A. गुणता आश्वासन-मोटर्स / Quality Assurance-Motors बी.एच.ई.एल. भोपाल / B.H.E.L., BHOPAL	 एफ.ए.टोपो / F.A. TOPPO जल प्रबन्धक / Addl. General Manager जल संयंत्र, एच. बी.एल. / CHS & CHS बी.एच.ई.एल. भोपाल / BHEL, BHOPAL	
	<b>ASHISH MOHAN TELGOTE</b>	<b>F A TOPPO</b>	



## ***Letter head of Company (<Rs. 10 Cr value)***

Ref. ....

Date .....

To

Bharat Heavy Electricals Limited  
Piplani, Bhopal-462022

### **Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of item(s): .....

Dear Sir,

We hereby certify that the quoted items offered by us against Enquiry No ..... is having local content of .....%.

Further, to certify that 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 and we qualify as..... (Class-I/ CLASS-II/ Non-Local supplier - fill in one which is applicable) local supplier.

We further confirm that details of location at which the local value addition is made will be at ..... (address of the works).

The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AME/CMC etc. as local value addition.

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

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief, and I undertake to inform you of any changes therein, immediately. 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.

Yours very truly,

..... (authorized signatory of company with seal)

..... (firm name)

Authorized signatory  
of company

DECLARATION BY VENDOR

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

1.0 .....

2.0 .....

3.0 .....

.....

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

(.....)

For M/s .....

(Seal & Sign)







BP 200102A

**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

Sl.No.	Description
1	<b>General:</b>
A	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
A	<b>Through E- procurement</b>
A1	<p>1. Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry.  Bid Part - I      Technical cum Commercial bid  Bid Part - II      Price bid</p> <p>2. Suppliers shall quote <b>price</b> on BHEL authorised third party service provider <b>e-procurement site</b>. Any deviation from the price format shall be clearly brought out in the offer Bid Part I.</p> <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. <b>All documents to be uploaded are necessarily to be signed and stamped.</b> The quotation should be uploaded on the site before due date and time.</p> <p>Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.</p>
B	<b>Through tender room</b>
B1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry.</p> <p>Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.</p> <p>The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.</p>
B2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in &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. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
B3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	<b>Through tender room or EProcurement</b>
C1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
C2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
C3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
C4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.





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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

C5	Bid in single part or techno-commercial bid in <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.
C6	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <i>30 days</i> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.
C7	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
C8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
C9	Wherever the enquiry is issued to unregistered bidder, the bidder shall visit ' <a href="http://www.bhel.com">www.bhel.com</a> ' for submitting the online Supplier Registration Application. Price bids of such bidders, will be opened only on techno-commercial acceptance of bid & after supplier registration.
C10	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on <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>
C11	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. ( <a href="http://www.bhel.com">www.bhel.com</a> ) only. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
C12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
C13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at <b>L1</b> counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
C14	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <b><i>besides BHEL taking appropriate punitive action as deemed fit.</i></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>
D	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
3	<b>Delivery Terms</b>
A	<b>Indigenous Purchase</b>
A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
B	<b>Foreign Purchase — Imports</b>
B1	<ol style="list-style-type: none"> <li>Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP &amp; HC Containers.</li> <li>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>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>Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> </ol>



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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

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





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





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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

11	<b>Documentation:</b>		
A	<b>Indigenous Purchase</b>		
	<p>Bidder shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR &amp; 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O &amp; M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order.</p> <p>In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.</p>		
B	<b>Foreign Purchase — Imports</b>		
	<p>Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <ol style="list-style-type: none"> <li>Express / Original 'Clean on board' Bill of Lading / AWB.</li> <li>One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li> <li>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.</li> <li>One set of Original Test Certificates and O&amp;M Manual where called for.</li> <li>Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li> <li>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:</li> </ol> <table border="1"> <tr> <td> AGM (M.S)  Regional Operations Division BHEL  14<sup>th</sup> Floor Centre-1  World Trade Centre, Cuffe Parade  Mumbai 400 005 INDIA  Email: <b>msseabpl@bhel.in</b> (In case of Sea freight)  <b>msair@bhel.in</b> (In case of Air freight) </td> <td> DGM (FIN- FP)  4<sup>th</sup> Floor, Administrative Bldg.  BHEL Bhopal - 462022 (India)  E-mail : <b>fin_fp.bpl@bhel.in</b> </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at <b>mmfe.bpl@bhel.in</b></p> <ol style="list-style-type: none"> <li>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 &amp; 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 <b>mmfe.bpl@bhel.in</b> as well as at <b>msseabpl@bhel.in</b> (for Sea shipment) or <b>msair@bhel.in</b> (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.</li> </ol> <p>In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <ol style="list-style-type: none"> <li>IEC (<b>0588138690</b>), GSTIN (<b>23AAACB41461ZN</b>) and email ID (<b>mmfe.bpl@bhel.in</b>) of BHEL Bhopal shall be clearly mentioned on B/L or AWB.</li> <li>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>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>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>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>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 Airshipments.</li> </ol>	AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <b>msseabpl@bhel.in</b> (In case of Sea freight) <b>msair@bhel.in</b> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <b>fin_fp.bpl@bhel.in</b>
AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <b>msseabpl@bhel.in</b> (In case of Sea freight) <b>msair@bhel.in</b> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <b>fin_fp.bpl@bhel.in</b>		
C	<b>General</b>		
	<ol style="list-style-type: none"> <li>For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li> </ol>		



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	<p>2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation</p> <p>3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.</p> <p>4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.</p>
12	<b>Pricing Terms</b>
A	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	<b>Price Validity :</b>
A	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	<b>Taxes &amp; Duties - Indigenous Purchase</b>
A	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
B	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.
C	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
D	Bidder to submit invoices compliant with GST invoice Rules
E	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
F	Bidder to ensure TAX INVOICE submission along with consignment
G	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
H	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
I	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
J	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
K	<p>With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate &amp; submit invoices as per above.</p> <p>The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount.</p> <p>Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.</p>
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
A	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	<b>Payment Terms-</b>
A	<b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for MSE including Udyog Aadhar/ Udhyaam registered suppliers as per relevant act in force), subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
B	<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 of State bank of India Base rate plus 6%, for the credit





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	<p>period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.</p>
C	<p>Foreign bidders to submit declaration of <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.</p> <p>In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.</p>
D	<p>Foreign bidders to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.</p>
17	<b>Inspection of Goods</b>
A	<p>The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.</p>
B	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract.</p> <p>Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>
C	<p>BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.</p>
D	<p>All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to &amp; fro passage and Boarding &amp; Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.</p>
E	<p><b>REJECTION:</b></p> <p>If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:</p> <ul style="list-style-type: none"> <li>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</li> <li style="text-align: center;">Or</li> <li>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.</li> <li style="text-align: center;">Or</li> <li>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order.</li> <li>In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</li> <li style="text-align: center;">Or</li> <li>d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase.</li> <li style="text-align: center;">Or</li> <li>e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.</li> <li style="text-align: center;">Or</li> </ul>



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	f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.
18	<b>Guarantee / Warranty and corresponding Repairs / Replacement of Goods</b>
A	<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	<b>Evaluation and Loading Criteria:</b>
A	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid &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. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.</p>
20	<b>Variation of orders</b>
A	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	<b>Sub-contract</b>
A	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	<b>Recovery / deductions of amount from supplier</b>
A	<p>a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills.</p> <p>b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</p>
23	<b>Safety clause for purchase orders</b>
A	<p>The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection.</p> <p>The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected.</p> <p>If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.</p>
24	<b>Non-Disclosure Agreement</b>
A	<p>All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <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>





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	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	<b>Settlement of Disputes &amp; Arbitration</b>
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. Administrative Mechanism for Resolution of CPSEs Dispute as stated in <a href="https://dpe.gov.in/guidelines/guidelines/chapters/2673">https://dpe.gov.in/guidelines/guidelines/chapters/2673</a>.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."</p>
E	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
A	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	<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>
A	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
F	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted such security, the amount of performance security due shall be covered as per terms defined in NIT/ contract , from the bills along with due interest.
29	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) –</b>



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	<p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of relevant document stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p>
A	<p>MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost &amp; no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.</p>
B	<p>In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).</p> <p>A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p> <p>In case of indivisible tender, the full quantity shall be awarded to L1.</p>
C	<p>If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.</p>
D	<p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate/ Udyog Aadhar Memorandum certificate having deemed validity (five years from the date of issue in acknowledgement in EM II/ Udyog Aadhar) or valid NSIC certificate or EM II/ Udyog Aadhar certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited) or such other document as may be stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be</p>





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	<p>notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and if any of the MSE bidder(s) is techno-commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>																								
30	<p><b>Integrity Pact (IP) — Independent external monitors (IEM)</b></p> <p>For tenders in which integrity pact is applicable, following points stand valid :</p>																								
A	<p>IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <div><div><p>Name: -----</p><p>Address: -----</p><p>E-mail : -----</p></div><div>}</div><div>As indicated in NIT / enquiry</div></div>																								
B	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><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><tr><td><b>Dept.</b></td><td></td><td></td></tr><tr><td><b>Address</b></td><td></td><td></td></tr><tr><td><b>Fax</b></td><td></td><td></td></tr></table>		( 1 )	( 2 )	<b>Name</b>			<b>Landline No.</b>			<b>Mobile No.</b>			<b>Email</b>			<b>Dept.</b>			<b>Address</b>			<b>Fax</b>		
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31	<p><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.</p>																								
32	<p><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>.</p> <p><b>Integrity commitment, performance of the contract and punitive action thereof :</b></p>																								
A	<p><b>Commitment by BHEL:</b></p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
B	<p><b>Commitment by bidder / Supplier / Contractor :</b></p>																								
B1	<ul style="list-style-type: none"><li>- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.</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><li>- The bidder / supplier / contractor will perform / execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.</li></ul>																								



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B2	<p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.</p>
B3	<p><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</p> <p><b>Declaration by Bidders</b>  We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____  2.0 _____  3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">( _____ )  For M/s _____  Seal and Sign</p>
33	<p><b>Public Procurement (Preference to Make in India), Order 2017</b>  For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable  For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p><b>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</b></p>
34	<b>RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines</b>
I	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
II	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons , or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
III	<p>Bidder from a country which shares a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> <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 county; or</li> <li>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>





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IV	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"><li>1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li></ol> <p>Explanation –</p> <ol style="list-style-type: none"><li>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li><li>b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.</li></ol> <ol style="list-style-type: none"><li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li><li>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</li><li>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</li><li>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.</li></ol>
V	<p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
VI	<p>Model certificate for Tenders</p> <p><i>“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [ Where applicable , evidence of valid registration by the Competent Authority shall be attached].”</i></p>

**Note:**

1.0 Tender Specific conditions shall override relevant provisions of this GTC

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



