

Dt. of 1<sup>st</sup> Issue  
MAR. '80

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# CORPORATE PURCHASING SPECIFICATION

AA51401

Rev No.03

PAGE 1 of 6

## CONIFEROUS TIMBER FOR GENERAL PACKING PURPOSES

### 1.0 GENERAL:

This specification governs the quality requirements of Coniferous timber supplied in the form of planks, battens beams and sleepers. The coniferous timber differs from non-coniferous (broad leave) timber in its gross appearance, anatomical structure and properties. In general, it works more easily under the tools and can be easily nailed.

### 2.0 APPLICATION:

Used for general packing purposes.

### 3.0 COMPLIANCE WITH NATIONAL STANDARDS:

There is no National standard covering this material. However, assistance has been derived from the following National standards:

IS: 190 – 1991 Grade I : Coniferous Sawn Timber(Baulks & Scantling)

IS: 6662 – 1993  
Groups III & IV : Timber Species Suitable For Wooden Packaging

### 4.0 TERMINOLOGY:

For the purpose of this specification, the definitions given in IS: 707 (Glossary of terms applicable to timber and timber products) shall apply except for the beam which is defined as follows:

Beam is defined as converted timber whose cross-sectional dimensions exceed 50mm in both directions.

### 5.0 SPECIES:

Shall be as stated on the order. Some standard species are:

<u>Trade Name</u>	<u>Botanical Name</u>	<u>Abbreviation</u>
Fir	Abiespindrow	FIR
Deodar	Cedrusdeodara	DEO
Chir	Pinusroxburghil	CHR
Kali	Pinuswallichians	KAL
Khasi Pine	Pinuskhasya	KPI
Spruce	Piccasmithianaboiss	SPR

Revisions:

Cl. 6.2.2 of MOM of WG – (T&PM)

**APPROVED:**

INTERPLANT MATERIAL RATIONALISATION  
COMMITTEE – MRC(T&PM)

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# CORPORATE PURCHASING SPECIFICATION



## 6.0 DIMENSIONS AND TOLERANCES:

### 6.1 Sizes:

Width, thickness and length of timber shall be clearly stated on the order.

### 6.2 Tolerances:

6.2.1 Width :50 to 250 mm Tolerance : +3 mm

6.2.2 Thickness: 20 to 250 mm Tolerance: +3 mm  
- 1 mm

### 6.2.3 Length:

Standard length : 1 to 12 metres in multiples of 0.5 metre  
Tolerance:  $\pm 2\%$  or  $\pm 25$  mm whichever is less.

### Note:

#### 1.0 Measurements:

1.1 When nominal sizes are ordered, length, width and thickness shall be measured on the basis of accepted sizes. Plus tolerances shall not be added while computing the volume.

1.2 The measurements of length, width, thickness and computation of volume shall be as follows:

- The length shall be measured in metres in midline of a piece. The fractions of a metre shall be rounded off to the nearest lower 10 mm.
- The width shall be measured at the narrowest place in millimetres and shall be rounded off to the nearest lower one millimetre.
- The thickness shall be measured at the narrowest place in millimeters and shall be rounded off to the nearest lower one millimeter.
- The volume shall be computed in cubic meters correct to three places of decimal on the basis of accepted sizes

2.0 Single sampling plan based on IS:2500 shall be followed.

## 7.0 MOISTURE CONTENT:

The timber shall have moisture content as stated below within a depth of 15mm from the surface excluding a length of 300mm from each end at the time of inspection. The moisture content will be determined in accordance with IS: 287

October to June : 30%

July to September (Rainy season): 40%



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## 8.0 FREE FROM DEFECTS:

Timber shall be free from the following defects:

Brashness, splits across the grain, shakes, spring, twist, insect attack, any kind of decay (rot), any sign of infection, open centre heart, centres heart on planks and any other defect.

Defects to the extent specified below are permissible. These defects shall be measured in accordance with IS: 3364.

### 8.1 Bow:

Shall be permissible up to a maximum of 2mm for 300mm length.

### 8.2 Cud:

Shall be permissible up to a maximum of 6mm for 300mm width

### 8.3 Centre heart:

Shall be permissible only on sleepers when it is not further than 35mm from the nearest edge. This does not apply to beams of cross sections above 200 X 200 mm.

### 8.4 Wane:

- a) For sections up to and including 150 X 150 mm:

Shall be permissible upto 1/5 of the width on the broad face subject to a maximum of 70mm and upto 1/3 of the width on the narrow face subject a maximum of 50mm, provided that one broad face is completely free from this defect. The wane shall be measured at its deepest part

- b) For sections above 150 X 150 mm:

The cumulative lengths of waness on all the sides should not be more than one length of the piece.

### 8.5 End splits:

The longest end split at each end shall be measured and the lengths added together. The total length of these shall not exceed 80mm per meter run of the piece.

### 8.6 Live knots:

#### 8.6.1 Knots on the surface:

- a) Up to & including 25mm diameter:

A maximum of 5 knots/meter length are permissible. However, the knots shall not be so grouped or located as to affect the strength of the piece.

- b) Over 25mm and up to and including 70mm diameter:

A maximum of 2 knots/metre length are permissible.

# CORPORATE PURCHASING SPECIFICATION



## 8.6.2 Knots on the edges:

- a) Up to and including 10mm diameter and for full thickness:

A maximum of 2 knots/metre length are permissible

- b) Over 10mm and up to & including 50mm diameter and for less than half thickness:

A maximum of 2 knots/metre length are permissible.

## 8.7 Dead knots:

- a) Below 10mm diameter:

A maximum of 3 knots/metre length are allowed provided that the knots are not so grouped or located as to affect the strength.

- b) From 10mm to up to and including 25mm diameter:

A maximum of 2 knots allowed to the extent of 1 knot/metre length.

- c) Above 25mm diameter:

Not allowed

**Note:** (For clauses 8.6 & 8.7): Major axis of the knot should be taken as the diameter of the knot

## 8.8 Surface cracks:

Surface cracks with a maximum depth of 10% of the thickness are permissible. A continuous crack of any depth all along the length is not permissible.

## 8.9 Sap Wood:

Permissible up to a maximum of 12 percent of the cross sectional area.

## 9.0 END COATING:

Timber shall be coated with any of the following effective compositions upto a distance of 80 mm from each end

- 9.1 Thick coal tar or bituminous paint.

- 9.2 Resin and lamp black (10:1) melted, mixed and applied hot.

- 9.3 Hardened gloss oil.

- 9.4 Paraffin wax.

- 9.5 Molasses and lime (3:1).

- 9.6 Geru/Yellow clay



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## 10.0 INSPECTION AT SUPPLIER'S WORKS:

Whenever specified, tests and inspection are to be conducted in the presence of BHEL's representative. BHEL representative shall have free access at all times while work on the contract is being performed to all parts of the manufacturer works. The manufacture shall offer BHEL's representative all reasonable facilities, without charge, to satisfy the latter that the material is being furnished in accordance with this specification.

The manufacturer shall prepare and provide necessary test specimens for testing to be carried out at his premises. If facilities are not available at his works the manufacturer, shall make necessary arrangements for carrying out the prescribed tests elsewhere. The manufacturer shall notify BHEL in advance about the readiness of the material for inspection and testing. BHEL reserves the right to test the material at BHEL's Works and the final acceptance of the material shall be based on these test results

## 11.0 TEST CERTIFICATES:

Three copies of test certificate shall be supplied unless otherwise stated on the order.

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

The test certificate shall have the following information:

AA51401(Rev.No.03):CONIFEROUS TIMBER FOR GENERAL PACKING PURPOSES

BHEL order No.:

Supplier's References:

Type & Specie:

Treatment, if any:

Results of Dimensional Inspection:

Moisture content:

Defects as per clause 8.0:

Size:

Quantity supplied:

## 12.0 MARKING:

The timber shall be marked/painted with the following:

AA 514 01

BHEL order No. :

Supplier's Name :

Size & Quantity :

## CORPORATE PURCHASING SPECIFICATION



### 13.0 REJECTION AND REPLACEMENT:

If the material does not conform to the requirements of this specification or found defective during further processing, such material shall be rejected notwithstanding any previous certification of satisfactory testing and/or inspection. The supplier shall under take to replace the rejected consignment at his own cost and the rejected material shall be taken back by the supplier after fulfilling the commercial terms and conditions.

### 14.0 REFERRED STANDARDS:

The following is the list of the latest standards, as published by the respective issuing bodies, referred to in this specification.

- |             |             |             |
|-------------|-------------|-------------|
| 1) IS: 190  | 2) IS: 287  | 3) IS: 707  |
| 4) IS: 2500 | 5) IS: 3364 | 6) IS: 6662 |





## CORPORATE PURCHASING SPECIFICATION

AA 101 66

Rev. No. 06

PREFACE SHEET

### GALVANIZED STEEL SHEET, GRADE 120 GPD/GC

**FOR INTERNAL USE ONLY**  
**REMOVE THIS PREFACE SHEET BEFORE ISSUE TO SUPPLIERS**

#### Comparable Standards:

1. INDIAN : IS: 277 – 2003, Gr.: 120 GPD/GC

#### Suggested/Probable Suppliers And Grades:

Refer plant vendors list

#### User Plant References:

1. BHOPAL : BP 101 66  
2. HEER, HARDWAR : 0500.005  
3. HYDERABAD : IS:277  
4. TIRUCHY : IS:277, class 3

#### Revisions :

Cl: 27.6.12 of MOM of MRC-S&GPS

#### APPROVED :

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BHOPAL

Corp. R&D

AUGUST, 1976



## CORPORATE PURCHASING SPECIFICATION

AA 101 66

Rev. No. 06

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### GALVANIZED STEEL SHEET, GRADE 120 GPD/GC

#### 1.0 GENERAL:

This specification governs the quality requirements of plain and corrugated galvanized steel sheets, grade 120 GPD/GC produced by hot-dip process.

#### 2.0 APPLICATION:

Used for general purpose, such as paneling and roofing.

#### 3.0 CONDITION OF DELIVERY:

Annealed or normalized and galvanized.

The sheets shall be supplied plain or corrugated as specified in BHEL order.

#### 4.0 COMPLIANCE WITH NATIONAL STANDARDS:

Material shall comply with the requirements of the following National standards and also meet the requirements of this specification:

IS:277-2003, Gr.:120 GPD/GC: Galvanized steel sheet (Plain and corrugated)

#### 5.0 DIMENSIONS AND TOLERANCES:

##### Sizes:

The material shall be supplied to the dimensions specified in BHEL order. Standard sizes shall be selected from IS:277.

Plain sheets shall be ordered on the basis of length, width and thickness.

Corrugated sheets shall be ordered on the basis of length, thickness, depth, pitch and number of corrugations.

#### 5.2 Tolerances:

The tolerances on sheets and coils shall comply with IS : 513 as detailed below:

##### 5.2.1 Length:

- 0 mm
- + 15 mm or 0.5 percent of length whichever is greater.

##### 5.2.2 Diagonal:

The diagonal distances between the opposite corners of any sheet shall not differ by more than 20mm.

##### 5.2.3 Width:

- 0 mm and + 10 mm.

#### Revisions :

CI. 27.6.12 OF MOM OF MRC-S&GPS

#### APPROVED :

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Year: 2013

BHOPAL

Corp. R&D

AUGUST, 1976

#### 5.2.4 Mass:

The tolerance on mass of individual sheets shall be  $\pm 10\%$  and tolerance on mass of each bundle of sheets shall be  $\pm 5\%$ .

#### 5.2.5 Corrugations ( When specified):

On depth	: $\pm 2.5$ mm	Average of 4 measurements.
On pitch	: $\pm 5.0$ mm	
On over all width after corrugations	: $\pm 25$ mm	

#### 6.0 MANUFACTURE :

The steels or coils used for galvanizing shall conform to the requirements of Gr.: O for corrugated and DD for plain of IS:513 or IS: 1079 and shall be either annealed or normalized. However, for corrugated sheets the maximum phosphorus content may be 0.09 percent.

Galvanizing shall be carried out by first pickling the black sheets or by cleaning the cold rolled coils in line and then dipping them in a bath of molten zinc at a temperature suitable to produce a complete and uniformly adhesive coating of zinc. The zinc ingots used for galvanizing shall conform at least to grade Zn 98 of IS:209.

#### 7.0 FREEDOM FROM DEFECTS :

Galvanized plain sheets, corrugated sheets and coils shall be reasonably flat and free bare spots, holes, tears and other harmful defects.

Coils, however, may contain some abnormal imperfections which render a portion of the coil unusable since the imperfections in the coil can not be removed as in the case of cut lengths.

#### 8.0 TEST SAMPLES:

##### 8.1 Bend Test (For plain sheets):

Test pieces, 230 mm long and 75 to 100 mm wide, shall be cut both along and across the direction of rolling. Bend test pieces shall be selected at the rate of one set of 2 for every 1000 sheets or part thereof. Bend test shall not be conducted for corrugated sheets.

##### 8.2 Coating Test:

One set of three samples, each 50 x 50 mm or 50 mm diameter shall be selected at random from one sheet for every 1000 galvanized sheets or part thereof. In the case of galvanized sheets produced from black sheets, one set of three samples shall be taken, two from an extremities of a diagonal and one from the middle of the sheet whereas in the case of galvanized sheets produced from cold rolled coils, one set of three samples shall be cut, one being from the middle of the width of sheet and one each from each side of sheet and in no case closer than 75 mm from the edge of the sheet.

#### 9.0 BEND TEST (FOR PLAIN SHEETS):

Test samples prepared in accordance with clause 8.1 above shall withstand bending through  $180^\circ$  round a mandrel having a diameter equal to the number of times the thickness of the sheet specified in the table below without peeling or flaking of zinc.

Thickness of sheet, mm	* Mandrel diameter
Over 0.16 and upto & incld. 0.30	4
Over 0.30 and upto & incld. 1.60	3
Over 1.60 and upto & incld. 5.00	2

\* Expressed as the number of times the thickness of sheet.



## CORPORATE PURCHASING SPECIFICATION

AA 101 66

Rev. No. 06

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### 10.0 ZINC COATING TEST:

#### Single Test:

One test sample bearing the lightest mass of coating out of the three test samples selected under clause 8.2 above, shall be used and the mass of the zinc coating when determined by the method given in IS:6745 shall not be less than 100 g/m<sup>2</sup>.

The mass of coating shall represent the total mass of zinc, both sides inclusive.

### 11.0 TEST CERTIFICATES:

Unless otherwise specified, three copies of test certificates shall be supplied.

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

The test certificate shall bear the following information:

AA 101 66, Rev 06: Galvanized steel sheet, Grade 120 GPD/GC

BHEL Order No,

Supplier's name,

Identification No

Dimensional inspection

Results of bend and zinc coating tests.

**Note:** Material procured, supplied and certified as AA 101 66, Rev 05/IS:277, Gr.:120 GPD/GC and comply with the requirements of this specification is acceptable.

### 12.0 PACKING AND MARKING:

Sheets shall be securely packed in waterproof paper or hessian cloth and securely tied round with hoop iron and with wooden battens underneath to prevent the sheets from corrosion and damage during transit.

A metal label shall be securely attached to each bundle and shall bear the following information :

AA 101 66: Galvanized steel sheets, grade 120 GPD/GC

BHEL Order No,

Supplier's Name

Consignment and Identification No,

Size and Weight.

### 13.0 REFERRED STANDARDS (Latest Publications Including Amendments) :

1. IS : 209      2. IS : 277      3. IS : 513      4. IS : 1079      5. IS:6745



TSD 6208 B

# PLANT STANDARD BHOPAL

BP 085 14 99

Rev. No. 03

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SUPERSEDES  
BP 085 14 99(Rev.02)

## TECHNICAL DELIVERY CONDITIONS FOR WOODEN PACKAGINGS

### 1. SCOPE :

This standard stipulates the technical delivery conditions for packing cases, crates, shooks and cradles manufactured as per drawings, covering requirements of species of timber, constructional features, tolerances, permissible defects, moisture content and marking etc.

### 2. COMPLIANCE WITH NATIONAL STANDARDS:

Assistance has been derived from the following Indian Standards in preparing this specification.

IS : 5247 (Part 2) - 1982 : Specification For Converted  
(Reaffirmed: 2000) (Conifers) Packing 2  
Cases & Crates.

IS : 190-1991 : Specification For conifer-  
(Reaffirmed: 2000) Soft Timber (Baulks  
Scantlings).

IS : 6662 -1993 : Specification For Timber  
(Reaffirmed: 1998) Species Suitable For  
Wooden Packaging.

### 3. SPECIES:

Timber Species shall be stated on the order.

Some standard species are :

Trade Name	Botanical Name	Abbreviation
Fir	Abies Pindrow	FIR
Deodar	Cedrus deodara	DEO
Chir	Pinus roxburghii	CHR
Kail	Pinus Wallichiana	KAL
Khasi Pine	Pinus Khasya	KPI

Revision : ● Reviewed and updated.

Issued by :

STANDARDS AND MATERIALS GROUP  
TECHNICAL SERVICES DEPARTMENT

Rev. No. : 03

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TSD 6209 A

# PLANT STANDARD BHOPAL

BP 085 14 99

Rev. No. 03

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## 4. CONSTRUCTIONAL FEATURES:

4.1 Packagings shall be manufactured as per BHEL drawing.

4.2 Dimensions of wood used shall be as below :

### 4.2.1 Planks

Thickness : 25, 40 and 50 mm.  
Width : 140, 150, 175, 200, 225 & 250mm

#### NOTE

(i) Planks below 150 mm width are not to be used in plain packing cases, except that, maximum two number of planks with a width of 75 mm and above, can be used for adjustment of dimension of each shook. But in no case these are to be used in the ends.

(ii) In T & G packing Cases the minimum finished width of plank should not be less than 140 mm.

### 4.2.2 Battens/Scantlings/Beams:

Thickness : 50, 75, 100, 150, 200, 250 & 300 mm

Width : 75, 100, 150, 200, 250, 300 mm

4.3 In case of tongue and groove packing cases/shooks, plaining is to be done as per Drawing supplied along with the order.

4.4 For plain packing cases/shooks, maximum gap allowed between planks is 3 mm.

For Tongue and Groove joint packing cases/shooks, the maximum gap shall be :-

- 2 mm for lengths upto 2000 mm.
- 3 mm for lengths above 2000 mm.

4.5 Arrangement of nailing is to be done as per drawing supplied along with the order. Nails should be at least 25 mm away from the knot.

4.6 Hardware, excluding wire nails, shall be supplied by BHEL.

## 5. TOLERANCE:

### 5.1 For Timber Used in manufacture of packagings:

Thickness : + 3 or -1 mm  
Width : + or -3 mm

#### NOTE:

The negative tolerance should not be in more than 20% of total quantity of planks, battens & beams.



TSD 6209 A

# PLANT STANDARD BHOPAL

BP 085 14 99

Rev. No. 03

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## 5.2 For Packing Cases/Shooks/Crates/Cradles:

Length/Width/Height : Upto 1830 mm : .+ 5 or - 0mm  
From 1831 to 3050 mm: +10 or - 0 mm.  
From 3051 to 4570 mm: +15 or - 0 mm.  
Above 4571 mm                      ~~or~~ +20 0 mm.

## 6. PERMISSIBLE DEFECTS:

6.1 Timber shall be free from cracks, rotten wood and infected wood when examined visually.

6.2 Defects to the extent specified below are permissible.

### 6.2.1 Live Knots:

#### 6.2.1.1 Knots on the surface:

##### a) Upto & Including 25mm diameter:

A maximum of 5 knots/metre length are permissible. However, the knots shall not be so grouped or located as to affect the strength of the piece.

##### b) Over 25 mm and upto and incld. 100mm diameter :

A maximum of 2 Knots/metre length are permissible.

#### 6.2.1.2 Knots On The Edges:

##### a) Upto and incld. 10mm diameter and for full thickness:

A maximum of 2 Knots/metre length are permissible.

##### b) Over 10 mm & upto & incld. 50 mm diameter & for full thickness and upto 100 mm diameter & 60X Thickness :

A maximum of 2 knots/metre length are permissible.

#### 6.2.2 Dead Knots:

##### a) Below 10 mm diameter:

A maximum of 3 knots/metre length are allowed provided that the knots are not so grouped or located as to affect the strength.

##### b) From 10 mm to upto and incld. 25 mm diameter:

A maximum of 2 knots are allowed to the extent of 1 knot/metre length.

##### c) Above 25 mm diameter:

Not allowed.

### NOTE:

For the purpose of this standard the definitions given in IS : 707 (Glossary of Terms Applicable to Timber and Timber Products) shall apply.



TSD 6209 A

# PLANT STANDARD BHOPAL

BP 085 14 99

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## 7. MEASUREMENTS:

- 7.1 When nominal sizes are ordered, length, width and thickness, shall be measured on the basis of accepted sizes. Plus tolerances shall not be added while computing the volume.
- 7.2 The measurement of length, width, thickness and computation of the volume shall be made as follows. A steel tape scale with a least count of 1.0 mm shall be used, for the measurement.
- The length shall be measured in metres in midline of a piece. The fractions of a metre shall be rounded off to the nearest lower 10mm.
  - The width shall be measured at the narrowest place in millimetres and shall be rounded off to the nearest lower one millimetre.
  - The Thickness shall be measured at the narrowest place in millimetres and shall be rounded off to the nearest lower one mm.
  - The volume shall be computed in cubic metres correct to three places of decimal on the basis of accepted sizes.

## 8. MOISTURE CONTENT:

The packing wood shall have moisture content as stated below within a depth of 15 mm from the surface excluding a length of 300 mm from each end, at the time of inspection. The moisture content will be determined in accordance with Appendix -A of IS : 287, 1993. (Reaff. 1998)

Nov. to April : 30% max.  
May to Oct. : 40% max.  
(Rainy Season)

## 9. MARKING :

- 9.1 Supplier should do colour coding allotted to them for identification on each shook/case.
- 9.2 The individual packing case/shook should bear at the edge (thickness), the TFC No. as per the scheme given below in visible paint, in letter size of 20 mm to 35mm.

For example Drg.No.TFC - 120.

It should be written.

For Top - TFC 120 T.  
For Base - TFC 120 B.  
For Side - TFC 120 S

- 9.3 Wherever cases are supplied in assembled condition the TFC should be painted on right hand corner inside the box.





**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
**QUALITY PLAN FOR- CONIFEROUS TIMBER FOR GENERAL PACKING**  
**( IS-190 GRADE-I)**

1/2

Page 1 of 2  
 DATED: 04.01.2013

QUALITY PLAN NO. CDC-01 Rev-01

SL. NO	COMPONENT	CHARACTERISTICS	TYPE OF CHECK	QUANTAM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	INSPECTION AGENCY	REMARKS
1	Wooden Planks / Battens / Beams for packing purposes	Type of species or Trade Name	V	100%	AA 51401 / PO	AA 51401 / PO	TC	Third Party or BHEL	
		Dimension a) Length b) Width c) Thickness	M	As per Single Sampling Plan	AA 51401 / PO	AA 51401 / PO	TC	Third Party or BHEL	TC to be submitted as per Single Sampling plan
		Visual Defects a) Bow b) Cup c) Centre Heart d) Knots e) Wane f) Surface Crack g) End Splits	V/M	As per Single Sampling Plan	IS-190 Grade-I	IS-190 Grade-I	TC	Third Party or BHEL	TCS to be submitted as per Single Sampling plan
		End Coating	V	100%	AA 51401	AA 51401	TC	Third Party or BHEL	
		Moisture Content	T	As per Single Sampling Plan	AA 51401	AA 51401	TC	Third Party or BHEL	TC to be submitted as per Single Sampling plan

Abbreviation: V - Visual, M- Measurement, T- Testing

PREPARED BY:

APPROVED BY

*(Signature)* F.A. TOPPO  
 Quality Control Engineer / QA DGM  
 Quality Control, Quality Assurance, Quality Improvement  
 QCI, QPQA, QITG, QPS & QMG  
 BHEL, BHOPAL



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

**QUALITY PLAN FOR- CONIFEROUS TIMBER FOR GENERAL PACKING**  
(IS-190 GRADE-I)

Page 2 of 2

**SINGLE SAMPLING PLAN FOR NORMAL INSPECTION (AS PER IS -2500)**

Lot or Batch size (In Nos.)	Inspection Level	Sample Size
2 to 8	I	2
9 to 15	I	2
16 to 25	I	3
26 to 50	I	5
51 to 90	I	5
91 to 150	I	8
151 to 280	I	13
281 to 500	I	20
501 to 1200	I	32
1201 to 3200	I	50

*Note : Lot or Batch size indicates material supplied in one Truck*

PREPARED BY:

APPROVED BY

*(Signature)*  
RAVAN KUMAR  
SENIOR ASSISTANT ENGINEER  
QA/QC, BHEL, BHOPAL

*(Signature)*  
P.A. TOPPO  
QA/QC, BHEL, BHOPAL



BP 200102B

# HEAVY ELECTRICALS PLANT, BHOPAL

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	<b>General:</b>
1.1	<p>These General terms &amp; conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.</p> <p>In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:</p> <ol style="list-style-type: none"> <li>Amendments to Purchase Order/ Framework Agreement</li> <li>Purchase Order/ Framework Agreement</li> <li>Letter of intent (LOI)/ Letter of Award (LOA)</li> <li>Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions</li> <li>Corrigenda to NIT, with those of later date having precedence over those of earlier date</li> <li>Original NIT and annexures except documents listed in point no (vii) to (ix) below</li> <li>Technical specifications including their annexures</li> <li>Special Terms and condition of Enquiry (STC)</li> <li>General Terms of Enquiry (GTC)</li> </ol>
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
2.1	<p><b>Through eProcurement</b></p> <ol style="list-style-type: none"> <li>Interested bidders / suppliers shall submit their offer through e-procurement mode at <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a></li> <li>Offers in any other mode will not be accepted.</li> <li>Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a>.</li> <li>In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal.</li> <li>Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity.</li> <li>Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.</li> </ol>
2.2	<b>Through tender room (Conventional tender)</b>
2.2.1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry.</p> <p>Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.</p> <p>The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.</p>
2.2.2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</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>
2.2.3	<p>Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.</p>
2.2.4	<p>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the</p>



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



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	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
2.3.8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
2.3.9	Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal ( <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a> ). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
2.3.10	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>
2.3.11	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. ( <a href="https://bhel.com/tenders">https://bhel.com/tenders</a> ) and additional in <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> for e-procurement tenders. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
2.3.12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
2.3.13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
2.3.14	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <b><u>besides BHEL taking appropriate punitive action as deemed fit.</u></b> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf">https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</a>
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease the tender quantity in case where negotiation is being held.
3	<b>Delivery Terms</b>
3.1	<b>Indigenous Purchase</b>
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	<b>Foreign Purchase — Imports</b>
3.2.1	<ol style="list-style-type: none"> <li>1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP &amp; HC Containers.</li> <li>3. For other cases - Other than GP &amp; HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) &amp; Break-bulk Cargo at Mumbai (MPT - INBOM1).</li> <li>4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4).</li> <li>5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> <li>6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading.</li> <li>7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc. to work out landed cost at Sea Port.</li> <li>8. Please visit BHEL Bhopal website <a href="https://bpl.bhel.com">https://bpl.bhel.com</a> or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.</li> </ol>



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	<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>
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum <b>14 days' detention free period</b> from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be <b>loaded</b> for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>
4	<b>Bidder's particulars &amp; logistics information (Bidder to give details against each of the provisions)</b>
4.1	Name of the bidder's executive to deal with this tender / project
4.2	E-mail address of the contact person
4.3	Telephone no. of the contact person
4.4	Name of location from where the goods shall be offered for inspection and dispatch
5	<b>Additional logistics information for Imports</b>
5.1	Bid currency
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
5.4	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)
5.5	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)
5.6	Approx. distance in km. from Bidder's works to Port of Loading
6	<b>Delivery Schedule &amp; Completion date</b>
6.1	<p>i. Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.</p> <p>iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a></p>
6.2	<p>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.</p> <p>For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).</p>





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6.3	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
7	<b>Transit Insurance</b>
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
8.1	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 Late Delivery</b>
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery . Total undelivered order value above shall be item wise, lot wise order value of PO .  Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply (Milestone delivery terms) , the LD clause will be separately mentioned in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder ( at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	<b>Indian Agents and Agency commission</b>
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.



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10.3	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.		
10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.		
11	<b>Documentation:</b>		
11.1	<b>Indigenous Purchase</b>		
	<p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. <b>Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at <a href="https://bpl.bhel.com/mm/">https://bpl.bhel.com/mm/</a>. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.</b></p> <ol style="list-style-type: none"> <li>1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter),</li> <li>2) Consignee copy of LR &amp; 2 sets each of Packing list,</li> <li>3) Test certificate, Guarantee / Warranty certificate,</li> <li>4) O &amp; M manuals (where applicable)</li> <li>5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.</li> <li>6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate</li> <li>7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure</li> </ol> <p>The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))</p>		
11.2	<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>1. Express / Original 'Clean on board' Bill of Lading / AWB.</li> <li>2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li> <li>3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.</li> <li>4. One set of Original Test Certificates and O&amp;M Manual where called for.</li> <li>5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li> <li>6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:</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>7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB &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>i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (<b>mmfe.bpl@bhel.in</b>) of BHEL Bhopal shall be clearly</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>		





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	<p>mentioned on B/L or AWB.</p> <p>ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.</p> <p>iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</p> <p>iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</p> <p>v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</p> <p>vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping &amp; commercial documents. Part shipment shall be strictly avoided for Airshipments.</p>
11.3	<b>General</b>
	<ol style="list-style-type: none"> <li>For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li> <li>All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation</li> <li>Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.</li> <li>Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.</li> </ol>
12	<b>Pricing Terms</b>
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	<b>Price Validity :</b>
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	<b>Taxes &amp; Duties - Indigenous Purchase</b>
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above.



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	<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>
15.1	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	<b>Payment Terms-</b>
16.1	<p><b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for Micro &amp; Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>
16.2	<p><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 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>
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	<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>
16.5	Foreign bidders to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	<b>Inspection of Goods</b>
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
17.2	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract.</p> <p>Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>
17.3	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
17.5	<p><b>REJECTION:</b></p> <p>If any goods are rejected, BHEL shall be at liberty to take action as per following:</p>



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	<p>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>e) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p> <p style="text-align: center;">Or</p> <p>f) In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.</p>
18	<b>Guarantee / Warranty and corresponding Repairs / Replacement of Goods</b>
18.1	<p>Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general &amp; special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods &amp; disposal of rejections, at the risk &amp; cost of the Bidder.</p> <p>In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.19.</p>
19.1	<b>Evaluation and Loading Criteria:</b>
19.1.1	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid &amp; relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.</p>
19.1.2	<p>Common Loading factors (in case of deviation quoted by bidders)</p> <p><b>INDIGENOUS</b></p> <ol style="list-style-type: none"> <li>1) Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract.</li> <li>2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared separately in STC/ATC of particular tenders.</li> </ol>



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



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	<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>
25.5	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
26.1	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>
28.1	<p>Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT , the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract.. Performance security is to be submitted by the date specified in the contract.</p> <p>Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p><b>Forfeiture of Performance Security:</b></p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
28.2	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
28.3	Wherever the contract is for supply of Goods processed on labor basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted





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28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser
28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	<p><b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) –</b></p> <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, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</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> <p>It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.</p> <p>As per the OM No. F. No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small &amp; Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.</p>
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	<p>In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than 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>
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to



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	<p>be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>																								
30	<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>																								
20.1	<p>IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <div><div><p>Name: -----</p><p>Address: -----</p><p>E-mail : -----</p></div><div>}</div><div>As indicated in NIT / enquiry</div></div>																								
30.2	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>NOTE:</b> No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p><b>For all clarifications/ issues related to the tender, please contact:</b></p> <table><tr><td></td><td>( 1 )</td><td>( 2 )</td></tr><tr><td><b>Name</b></td><td></td><td></td></tr><tr><td><b>Landline No.</b></td><td></td><td></td></tr><tr><td><b>Mobile No.</b></td><td></td><td></td></tr><tr><td><b>Email</b></td><td></td><td></td></tr><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>																								
32.1	<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>																								
32.2	<p><b>Commitment by bidder / Supplier / Contractor :</b></p>																								



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32.2.1	<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>
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.
32.2.3	<p><b>Preventive checks to eliminate suspected cartel formation between suppliers</b></p> <p>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.</p> <p>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></p> <p>We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____</p> <p>2.0 _____</p> <p>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></p> <p>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</p> <p>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>
34.1	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.
34.2	"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.
34.3	<p>Bidder from a country which shares a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a county; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> </ol>





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	<p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>
34.4	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation –</p> <p>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.</p> <p>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.</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p>
34.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.6	<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>
35	<p>Conflict of Interest:</p> <p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.</p> <p>There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal; or</p>



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

**Note:**

1.0 Tender Specific conditions shall override relevant provisions of this GTC

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