

**BHARAT HEAVY ELECTRICALS LTD., BHOPAL
MODERNISATION DIVISION
BLOCK – 7, BPRV Annexe,
PIPLANI, BHOPAL – 462 022 M.P. (India)**

PHONE NO.: +91 755 2502358/2505233/ 2503743

GLOBAL TENDER NOTICE NO.: MM/MOD/24-25/E8053029

Online bids in Two Part Bid System are invited for Supply of the following item:

S.N	Enquiry no.	Item	Qty.	EMD (in Rs.)	Due date
01	E8053029	Transformer Lamination Cut to Length Line	01 No.	40,00,000/-	21.08.2025

Complete tender document are available on BHEL e-Tendering website <https://eprocurebhel.co.in> and the tender to be submitted online along with the proof of EMD submission. Bids to be submitted before 3.00 pm on the due date.

(1) Tenders may not be considered if :

- (1) Tender not submitted in two bid, i.e., technical and price bid separate.
- (2) Authorization letter from the manufacturer is not enclosed with the technical bid when the offer is submitted by trading / marketing agency.
- (3) Copy of agreement between principal and Indian agent (in case offer is submitted through agent) indicating scope of work of Indian agent and agency commission payable to him is not enclosed with the technical bid.

Note:

- (1) For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (technical bid in case of two part bid) shall be considered.

(2) EMD:

Mode of submission of EMD and other terms & conditions shall be as per General Terms & conditions attached in NIT.

For payment in Foreign Currency - This can be swift transferred to BHEL's account no. 10170392780 in State Bank of India (SBI), Swift code – SBININBB117, IFSC code- SBIN0001920 , ***for payment in Indian currency*** - for online payment through NEFT/RTGS the Bank details are SBI A/c No.-30855948540, IFSC code- SBIN0000519. The proof of swift transfer i.e E-receipt must be attached along with Part – A (Techno-commercial bid).

Procedure for online submission of EMD is given below: -

- (1) Please enter the following link in your internet address browser or click on the following link <https://www.onlinesbi.com/prelogin/icollecthome.htm>. Please click on "proceed" after clicking "Check Box" to proceed for payment.
- (2) Now the SBI's SB-Collect site gets opened. Please select state of Corporation as "Madhya Pradesh" and type of Corporation as "Industry" and then click on "GO" appearing on the screen.

Seal & Sign of Bidder

- (3) Now select “Bharat Heavy Electricals, Bhopal” from the dropdown table appearing against “Select Industry” and click submit.
- (4) Now select “Deposit Of Earnest Money Deposit ” category from the dropdown table appearing against “select category” and click submit.

Instruction related to fill formats are mentioned:

IP*	Please Select “EMDEP ”
Name of the depositor *	Name of your firm ,on whose name tender are submitting .
Enquiry or Tender ref No.*	Enquiry No. or Notice of Tender Reference No. (i.e “E8053029” for this Tender)
Enquiry or Tender Ref No. Date *	Enquiry date or Notice of tender Reference No Date.
Tender Issuing Dept*	Department Name who Invites tender(i.e “MOD ” for this Tender)
Amount Deposited *	Amount of EMD
Remarks	Additional information required to be mention , if any

- (3) Bidder to quote price of ‘Supply portion’ and ‘Erection & Commissioning’ separately. The Erection and commissioning price shall be minimum **10% of supply value**. In case where E&C value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

(4) Integrity Pact (IP)

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

SI	IEM	Email
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
2.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

1)

Name : Sh. H K Baghel
Deptt: _ FCX,ELX & MOD
Address: Block - 2,
BHEL,Bhopal-462022
Phone: (0755-2503743/9425601940)
Email: hbaghel@bhel.in
Fax: N/A

2)

Name : Sh. Shyam Sunder Chaudhary
Deptt: Modernisation
Address: Block - 7, BPRV Annexe
BHEL,Bhopal-462022
Phone: (0755-2502358 / 7587571252)
Email: sschaudhary@bhel.in
Fax: N/A

- (5) All Bank Guarantees shall be strictly as per BHEL's formats. No deviation will be accepted. Also, in lieu of BG, stand by LC will not be accepted.**

"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".

- (6) Details on Capacity / Supply and E & C performance of Bidder:**

Bidder must furnish specific details of company performance in the enclosed Annexure – I (A. Capacity Details, B. Performance of Supplies to BHEL).

Submission of this information by vendors is mandatory. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

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

- (8) Preference to Make in India**

"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT and subsequent amendments & Clarifications. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

Bidder must furnish specific details as per enclosed Annexure – II (i.e., Format of Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference to be issued on the letter head of the Audit Firm)

- (9) For this tender, there is no relaxation against Pre-Qualification criteria (PQR) for MSE vendors.
- (10) "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L -1 will be decided by soliciting discounts from the respective L -1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidders (s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

- (11) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

- (13) **PQC condition related to Financial PQR. –** (As per clause no. 21.6 of the specification)
Average Annual Financial turnover of the firm for last 3 Financial years upto 31st March 2024 must be at least Rs. 1200 lakhs. Following Documentary proof must be submitted as proof of Average Annual Turnover:

(a) Indigenous Bidder:

Any document certified by a Chartered Accountant /Cost Accountant showing turnover for the relevant period shall be uploaded with the bid. The documents submitted must be signed by the Chartered Accountant /Cost Accountant, bear his seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner) date and place of signing. In case Balance sheet and P& L statements are submitted the same must be signed by the owner also.

(b) Foreign bidders:

Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover above mentioned Three Financial Year duly certified by their statutory auditors to be submitted.

TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion in case of foreign bidders.

(14) Tax and Duties:

The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.

Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).

GST/ Income Tax TDS applicable as per Law shall be deducted.

Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.

Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

(15) Conflict of Interest among Bidders/ Agents:

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

- a) they have controlling partner (s) in common;
or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them;
or
- c) they have the same legal representative/agent for purposes of this bid;
or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;
or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;
or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;or
- 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

Seal & Sign of Bidder

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

Treatment of cases regarding conflict of interest:

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

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

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce decartelization in the bidding process.

In case, the Bidder is found having indulged in above activities the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies / guidelines.

(16) Document for Foreign Bidder:

(i) Seller shall send 1 set of original negotiable documents comprising of Bill Of Lading/AWB, Invoice & Packing List, in English, within 7 days of B/L date / 1 day of AWB date by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & msseabpl@bhel.in within 1 days of dispatch

(ii) One original negotiable set of clean on board freight prepaid (in case of CIF/CIP/CFR) / to pay (In case of ex-works/FOB/FCA) combined transport bill of lading/AWB showing beneficiary as shipper and Govt. of India on behalf of Bharat Heavy Electricals Limited, Bhopal As Consignee And Notify: BHEL Rod Mumbai, 14th floor. World Trade Centre-1, Cuffe Parade Colaba, Mumbai 400005 India. phone no +91 22 22171345/22171346/22171370

(iii) One set of original negotiable invoice and packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.

(iv) Original Certificate of Country of Origin (COO) issued by Chamber of Commerce

(v) Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM are different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.

(vi) Seller's declaration that wood - packing material used in packing is in accordance with IPPCC standard ISPM no.15 and has been labelled compliant with IPPC mark by manufacturers or beneficiary's declaration that wood- packing material has not been used packing of the goods.

(vii) Pre-Dispatch Clearance Issued By BHEL Referencing - Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates.

(viii) Permanent Establishment Business Certificate (PEBC) as per Clause 16.3 of GTC, as applicable. In case of Services, additionally Form 10 F (Online as per Income Tax of India) of Income Tax Act, 1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16.4 of GTC.

(ix) Supplier should additionally forward TWO sets of above original negotiable documents (Sl 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days OF OBL/AWB date to each of the following :- (i)AGM(CMM-FE), BHEL, 2nd floor,ADM building,Piplani,Bhopal-462022,India. (ii)AGM (ROD, BHEL Mumbai), BHEL, ROD, 14th floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai - 400005. Phone / mob. No.: 022-22171301 email intimation of the above to be sent to fin_fp.bpl@bhel.in, fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & msseabpl@bhel.in

(x) Guarantee / Warranty Certificate, As applicable, issued by seller in one original. If Seller and OEM are different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.

(xi) Certificate from shipping company or its agent or its owner or master or charterer stating that the carrying vessel is seaworthy and the vessel is classified by an approved classification society as per institute classification clauses and classified as Lloyds 100 A1 or its equivalent classification stating that the vessel is not more than 25 years old.

(xii) Marine/air insurance policy or certificate, blank endorsed, dated not later than the date of OBL/AWB, full set in the negotiable form in the currency of credit covering 110% of the invoice value. Insurance to include institute cargo clauses (a), institute war clauses (marine cargo) and institute strike clauses (marine cargo) with claims payable in India. Insurance to cover from supplier's warehouse to INPT Nhava Sheva Mumbai / Mumbai Seaport / Mumbai Airport/ ICD, Mandideep, as applicable

(xiii) The destination terminal handling charges (DTHC) will be paid by BHEL directly to the terminal and same will not be paid to the shipping line of vendor. If shipping line charges the DTHC to BHEL, the same along with any additional/consequential expenses incurred (like detention/ demurrage, ground rent, penalty, etc) will be recoverable from beneficiary's bills confirmed via seller's/beneficiary bank swift.

(xiv) If seller/beneficiary does not comply or deviates from any of the above clauses/compliances, then any additional charges, demurrage, detention, ground rent, clearance charges, penalty, etc imposed on or borne by/paid to BHEL due to such non-compliance/deviation, etc., shall be to the account of the seller/beneficiary and shall be recoverable from the seller's/beneficiary's bills. Confirmed via seller's/beneficiary bank swift.

(xv) Beneficiary to send email intimation about dispatch of goods giving details of OBL/AWB no. & its date, BHEL purchase order number, invoice no. & its date, currency & invoice value, packing list, PDCC ref no. & date, LC no., seller's bank reference no., if & as applicable to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & msseabpl@bhel.in

(xvi) 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.

(xvii) In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.

(17) All the documents uploaded by vendor in NIC portal should be sealed and signed. Pointwise confirmation of attached Annexures A / Annexure B shall be submitted.

(18) Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system on or before due date. Paper bid will not be accepted in E-Tender.

Note: Tender should be submitted online on BHEL e-Tendering website <https://eprocurebhel.co.in>. Late tenders will not be considered.

All corrigenda, addenda, amendments, time extensions, clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) ONLY. Bidders should regularly visit website to keep themselves updated.

Seal & Sign of Bidder



BHARAT HEAVY ELECTRICAL LIMITED

UNIT'S ADDRESS:

**CONTACT PERSON'S NAME/DESIGN./PHONE NO./E-MAIL (FROM
PURCHASE DEPTT.)**

Enquiry No. : _____

Due Date : _____

Supplier Qtn. No.: _____

Date : _____

SPECIFICATION CUM COMPLIANCE CERTIFICATE OF TRANSFORMER LAMINATION CUT TO LENGTH LINE

NOTE:-

1. Vendor must submit complete information against clause no. 21 (Qualifying Condition). The offer meeting this clause would only be processed.

2. The "Offered" Column and where applicable, the "Deviations" & "Remarks" Column of this format shall be filled in by the Vendor and submitted along with the offer. Inadequate / incomplete, ambiguous, or unsustainable information against any of the clauses of the specifications/requirements shall be treated as non-compliance.

3. The offer and all documents enclosed with offer should be in English language only.

NAME & ADDRESS OF THE SUPPLIER :

TELEPHONE NOS.:

FAX NOS.:

E-MAIL ADDRESS :

NAME & ADDRESS OF THE INDIAN AGENT :

TELEPHONE NOS.:

FAX NOS.:

E-MAIL ADDRESS :

SCOPE: SUPPLY, ERECTION & COMMISSIONING OF TRANSFORMER LAMINATION CUT TO LENGTH CNC CONTROLLED MACHINE COMPLYING WITH SPECIFICATIONS AS BELOW

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
1.0	PURPOSE & WORKPIECE MATERIAL				
1.1	The Transformer lamination cut to length line shall be used for cutting core laminations of various shapes and size (as per annexure-1) for manufacturing of large power Transformers upto 800 KV class and 500 MVA.	VENDOR TO CONFIRM			
1.2	Work Piece Material: The machine uses CRGO Electrical Steel of .2 mm to .35 mm thick to cut them in various length and shapes for manufacturing of large transformer upto rating of 500 MVA & 800 KV/1200KV class.	VENDOR TO CONFIRM			
1.3	SPECIFICATION: The machine shall consist of the following sub assemblies:				
1.3.1	Double sided decoiler with hydraulic mandrels including suitable hydraulic power pack unit .	VENDOR TO CONFIRM			
1.3.2	Non-Contact Loop Control.	VENDOR TO CONFIRM			
1.3.3	Transport and CNC feed control unit.	VENDOR TO CONFIRM			
1.3.4	V notch unit	VENDOR TO CONFIRM			
1.3.5	2 Hole punching units fixed in longitudinal direction.	VENDOR TO CONFIRM			
1.3.6	Four tip cutting shears.	VENDOR TO CONFIRM			
1.3.7	Shearing unit - Electrically operated swing shear.	VENDOR TO CONFIRM			
1.3.7.1	High Speed Swing Shear with Electric Drives	VENDOR TO CONFIRM			
1.3.7.2	CNC Sheet Transport before and after Swing Shear	VENDOR TO CONFIRM			
1.3.8	Suitable stacking system at two levels with three stacking cars.	VENDOR TO CONFIRM			
1.3.9	Pneumatic Equipments.	VENDOR TO CONFIRM			
1.3.10	Electrical Equipments.	VENDOR TO CONFIRM			
1.3.11	CNC Control system.	VENDOR TO CONFIRM			
1.3.12	2D Measuring table	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
1.4	Technical Specification -				
1.4.1	Transformer laminations cutting machine shall be able to cut CRGO steel sheet of thickness and width as indicated below as subclauses 1.4.3 and 1.4.4. The lamination shapes shall be as per Annexure-1 .All laminations shapes can be produced with or without holes on sheet centre line / off centre line. The broad technical data for different sheet laminations shall be as under.The machine shall have arrangement for programming for Step Lap cutting arrangement	VENDOR TO CONFIRM			
1.4.2	Material of laminations to be cut - Cold Rolled Grain oriented (CRGO) electrical steel in form of steel rolls.	VENDOR TO CONFIRM			
1.4.3	Material thickness - 0.20 to 0.35 mm	VENDOR TO CONFIRM			
1.4.4	Width of lamination sheet - 100 to 1000 mm	VENDOR TO CONFIRM			
1.4.5	Minimum cutting length - 600 mm (Centre line)	VENDOR TO CONFIRM			
1.4.6	Maximum cutting length - 5000 mm (Centre line)	VENDOR TO CONFIRM			
1.4.7	Accuracy of strip feed i.up to a length of 2000 mm $\leq \pm 0.2$ mm ii.beyond 2000 mm $\leq \pm 0.1$ mm + 0.05 mm / m length	VENDOR TO CONFIRM			
1.4.8	Angular position accuracy - +/-0.005 Degree (or better) within positioning range between +/- 45 deg.	VENDOR TO CONFIRM			
1.4.9	Max. strip feed speed - 175-200 Meter/min Minimum .	VENDOR TO CONFIRM			
1.4.10	Capacity to cut length with sheet width 1000 mm and thickness as per cl. 1.4.3	VENDOR TO CONFIRM			
1.4.10.1	Shape - rhombus/ Parallelogram with one hole punch, 1000 mm width and 5000 mm length - 22 sheets/minute	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.2	Non-Contact Loop Control :- The control shall be designed for safe strip end control and also stopping the strip feed in case of failure. It shall consist of following :	VENDOR TO CONFIRM			
2.2.1	Tilttable , pneumatically / electric operated , in feed table for bridging the loop pit while feeding the leading edge into the line.	VENDOR TO CONFIRM			
2.2.2	The loop control shall have strip side guides together with photocells / suitable arrangement to detect the loop height.	VENDOR TO CONFIRM			
2.2.3	The electronic control and regulating unit shall control decoiler and the line.	VENDOR TO CONFIRM			
2.3	Transport and CNC Feed Control unit :- The cropping line shall be provided with suitable transport & feed control as follows :	VENDOR TO CONFIRM			
2.3.1	The strip shall be feeding of each programme length. Suitable arrangement (such as feed roller) with electronic control device for feeding the roll strip. Details of such arrangement to be given	VENDOR TO CONFIRM & SUMBMIT THE DETAILS			
2.3.2	The feeding speed shall be variable varying from 0 to 200 m/min approx.	VENDOR TO CONFIRM			
2.3.3	Feed shall be driven by direct coupled AC servo motor. Feeding arrangement shall not damage the transformer material.	VENDOR TO CONFIRM			
2.3.4	All the rotating part shall be runing in anti-friction bearing and the machine shall provided with adequate safety measures	VENDOR TO CONFIRM			
2.3.5	The machine shall be provided safety device which stop the line if the strip jams for any reason. The line will not run until the opertor has cleared the obstruction.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED /TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.3.6	The machine shall be provided with suitable guide system for smooth & accurate running. Transport equipment shall be mounted on a fabricated base frame.	VENDOR TO CONFIRM			
2.3.7	Auto Trim feature for automatic calibration of the measuring system shall be provided to ensure consistent length accuracy.	VENDOR TO CONFIRM			
2.3.8	Suitable side guide system shall be provided and shall be adjustable about the centre line of the strip.	VENDOR TO CONFIRM			
2.3.9	Manual pushbuttons and a digital readout of the side guide setting shall be provided. This shall be suitable for manual overriding the control system guide setting. Guide setting accuracy shall be +/- 0.1 mm or better.	VENDOR TO CONFIRM			
2.4	V notch Unit :- The machine shall be provided with the V notch arrangement :	VENDOR TO CONFIRM			
2.4.1	The V notch shall be used to punch the V in the yoke sheet and also for cutting the rear tips of centre-leg sheets.The machine shall have set of Carbide Tipped blade for V-Notching.	VENDOR TO CONFIRM			
2.4.2	The V notch shall be fixed in longitudinal direction. The V notch shall be mounted on linear bearing and shall have CNC positioning drive with AC servo motor and absolute encoder for computer controlled cross adjustment.	VENDOR TO CONFIRM			
2.4.3	It shall also be possible to punch multiple V notches in a lamination by suitable programming .	VENDOR TO CONFIRM			
2.4.4	The V notch shall be Electrically acutated by an AC servo motor and direct acting ball screw with movement controlled by absolute encoder.It shall ensure fast punching and low noise operation.	VENDOR TO CONFIRM			
2.4.5	Scrap of V notching shall be taken out by a suitable chute.	VENDOR TO CONFIRM			
2.4.6	The V notch shall have strips side guide.	VENDOR TO CONFIRM			
2.4.7	The Max. notching depth : approx 550 mm	VENDOR TO CONFIRM			
2.4.8	One set of Spare V-Notch Tool (Blades)to be supplied along with machine	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.5	Hole punching unit :- It shall be consisting of following:				
2.5.1	2 Hole punching unit fixed in the longitudinal direction.	VENDOR TO CONFIRM			
2.5.2	The line shall be provided with CNC cross adjustment for off-centre hole punching.	VENDOR TO CONFIRM			
2.5.3	The cross support shall consists of linear bearings ,ballscrew and CNC adjustment system.	VENDOR TO CONFIRM			
2.5.4	The position is to be indicated by digital readout.	VENDOR TO CONFIRM			
2.5.5	The hole punch shall be adjustable from centre-line in the range from 0 to 460 mm for 1000 mm wide strip .	VENDOR TO CONFIRM			
2.5.6	The hole punch shall be hydraulically/Pneumatically /Electric operated.It should be very fast punching with low noise.	VENDOR TO CONFIRM			
2.5.7	Hole punch unit shall be designed with precision pillar guides with carbide holl punching tools.	VENDOR TO CONFIRM			
2.5.8	The punch and die must operate with very small clearance to ensure burr to minimum (Below 10 microns)	VENDOR TO CONFIRM			
2.5.9	The punching tools shall be mounted inprecise holders and shall be designed for fast changeover (approx. 5 minutes.)	VENDOR TO CONFIRM			
2.5.10	The punching unit shall have side guide. Adjustment of the guides, including those for the whole line, shall be done automatically by the control system according to strip width.	VENDOR TO CONFIRM			
2.5.11	<p>The Hole punch system shall be of 29 mm to 52 mm dia.</p> <p>Following sets of Hole punch system (Die-Punch set) to be supplied along with machine</p> <p>Dia 29 mm: 4 sets</p> <p>Dia 38mm: 2 Sets</p> <p>Dia 44 mm: 2 Sets</p> <p>Dia 52 mm: 2 Sets</p>	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.6	Tip Cutting Shear Unit				
2.6.1	Four numbers Tip Cutting shear shall also be required for 90deg cutting of Tip from 6 to 150 mm minimum for Step Lap Core (As per shapes and sizes mentioned in Annexure-1)	VENDOR TO CONFIRM			
2.6.2	These Tip Cutting shear shall be two pairs opposite to each other. These shall be fixed in longitudinal direction and movable in Cross direction.	VENDOR TO CONFIRM			
2.7	SWING SHEAR UNIT:- Swing shear unit shall be use for cutting laminations in the desired shape and length as per programme fed in the CNC control. It shall be made of lightweight with construction using aircraft grade aluminium alloys. This shall be supported by bearings from both top and bottom	VENDOR TO CONFIRM			
2.7.1	The swing shear shall have side guide & strip width adjustment with strip guides. The guides shall automatically extend and retract according to strip width. The rotary motion of the Swing shear unit shall be actuated by high torque servo motor directly coupled to the shear without gearbox.	VENDOR TO CONFIRM			
2.7.2	The machine shall have transport system in front of the shear including AC servo motor which works inconjunction with main feeder.	VENDOR TO CONFIRM			
2.7.3	The blade shall be 1500 mm long / suitable. One extra set of blade shall be provided with the machine.	VENDOR TO CONFIRM			
2.7.4	The machine shall have desired angle position of +45 deg. , -45 deg. And 0 deg. acheived by control System .	VENDOR TO CONFIRM			
2.7.5	Base frame of swing shear shall be of welded construction with gaps for scrap falling out in scrap containers.	VENDOR TO CONFIRM			
2.7.6	Blade movement shall be guided & controlled to keeps the burr of laminations within admissible limits. (less than 0.01 mm).	VENDOR TO CONFIRM			
2.7.7	Shear blade shall be easily replacable with desired accuracy.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.8	CNC Sheet Transportation before and after shear :-The machine shall be provided with two additional sheet Transport drives : one before the shear and one after the shear .	VENDOR TO CONFIRM			
2.8.1	The aux drive in front of shear shall consists of min 3 pairs of rollers driven by an AC Servo motor, which shall works in conjunction with the main feeder and ensures that the strip is kept in tension.	VENDOR TO CONFIRM			
2.8.2	The aux drive after shear shall consists of min 7 pairs of rollers. The lower rollers are driven by AC servo motor and upper rollers are controlled by pneumatic cylinders	VENDOR TO CONFIRM			
2.9	STACKING SYSTEM WITH POSITIONING BELTS AND SIDE GUIDES	VENDOR TO CONFIRM			
2.9.1	The stacker system should have positioning belts, side guides and draw back finger . The sheet shall be positioned by servo belt and pulled back to a stop. The stacking system shall consists the following -	VENDOR TO CONFIRM			
2.9.1.1	Two level stacking .	VENDOR TO CONFIRM			
2.9.1.2	Maximum stack height - 600 mm with pallet.	VENDOR TO CONFIRM			
2.9.1.3	Longitudinal accuracy - +/- 0.3 mm (or better)	VENDOR TO CONFIRM			
2.9.1.4	Crosswise accuracy with in the guides - +/- 0.3 mm (or better)	VENDOR TO CONFIRM			
2.9.2	The machine shall have a diverting wedge to sorts the cut laminations to the lower and upper levels automatically. The magnetic conveyor belts shall transport the laminations to the upper or lower level.	VENDOR TO CONFIRM			
2.9.3	Machine shall have a pair of side guides to control the sheet movement on each stacking level.	VENDOR TO CONFIRM			
2.9.4	Arrangement shall be made to locate the sheet accurately on the stack pile.	VENDOR TO CONFIRM			
2.9.5	All side guides and other line strip guides are controlled at a single adjustment point by electronic control of the main line.	VENDOR TO CONFIRM			
2.9.6	The two stacking levels shall have common height adjustment whereby as the stack height increases they are automatically raised.	VENDOR TO CONFIRM			
2.9.7	Stacking unit shall include height measurement by encoder and measuring probe on the lower level to allow compensation for material thickness tolerances.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.9.8	The machine shall have a transport system, diverting unit ,center unit conveyor belt driven by AC servo motor.	VENDOR TO CONFIRM			
2.9.9	The machine shall have conveyor with infinitely variable speed drive with a maximum speed approx 5% higher than the line speed.	VENDOR TO CONFIRM			
2.10	PNEUMATIC EQUIPMENT :- The machine shall have pneumatic equipment including valve, pressure gauges, pressure regulation tank and all piping with maintenance unit etc.	VENDOR TO CONFIRM			
2.11	HYDRAULIC EQUIPMENT:- The machine shall have hydraulic equipment consisting of oil tank, motor , pumps, accumulator, thermostats and separate filter and cooling circuit..	VENDOR TO CONFIRM			
2.12	ELECTRICAL EQUIPMENT:-				
2.12.1	The machine shall have main control cabinet containing main breaker/isolator,transformer , AC servo drives , inverters , PLC , I/O modules, modem , fuses as per requirement	VENDOR TO CONFIRM			
2.12.2	The machine shall have operating control desk with Industrial computer ,TFT Touch Screen, Keyboard,Mouse and membrane push buttons.	VENDOR TO CONFIRM			
2.12.3	The local control stations shall be mounted at the feeder and stacker section of the line for the manual operation during setting up and feeding new material.	VENDOR TO CONFIRM			
2.12.4	The machine shall be complete with cabling between the main cabinet , the line and the operating desk as well as within the line itself.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.13	CNC CONTROL SYSTEM :-				
2.13.1	The Control system should be based on 64 bit microprocessor. The Control should have three main parts: a) Man Machine Interface b) Data Processing System c) Process Control System. The MMI and DPS can be incorporated in a single Industrial PC. The Process Control System should be based on standard PLC of make Siemens/Allan Bradley/Fanuc.	VENDOR TO CONFIRM			
2.13.2	It should be preferably of Windows based .	VENDOR TO SPECIFY			
2.13.3	AC Drives, AC Servo Motors, AC-Converters and frequency converter used should be preferably of Siemens / Fanuc make. The Servo motors should be provided with absolute Encoders wherever required. Stepper Motors for any motion are not acceptable.	VENDOR TO CONFIRM			
2.13.4	It should be possible to view the PLC program online on the screen of the separately delivered laptop while the machine is running. Editing of PLC program should also be possible.	VENDOR TO CONFIRM			
2.13.5	The Encoders used apart from those on Motors should be of Siemens/ Fanuc/ Heidenhain/ Litton/ T+R Elektronik/MTS make. The proximity and other sensors used on machine should be of Balluff/ Euchner/ Turck/ Omron/ Pepperl/Fuchs/ Sick/Festo make.	VENDOR TO CONFIRM			
2.13.6	Hardware components and all the operating logic shall be maintained by the PLC software.	VENDOR TO CONFIRM			
2.13.7	All Servo system shall use separate microprocessor controlled hardware and software units with optimised parameters to achieve high accuracy and smooth acceleration of mechanical parts.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.13.8	Control System shall have state of art system with all control & logic functions beings carried out in software.	VENDOR TO CONFIRM			
2.13.9	Control system shall be able to programme for new lamination shapes to be cut by BHEL as per the requirements with on screen graphic display of the lamination.	VENDOR TO CONFIRM			
2.13.10	Control system shall have a comprehensive built in diagnostics / fault finding programme.	VENDOR TO CONFIRM			
2.13.11	Messages such as machine faults and system faults should be informed by an on-screen text message.	VENDOR TO CONFIRM			
2.13.12	Power failure - A UPS shall be installed for the IPC to ensure ordered shut down in case of power failure.	VENDOR TO CONFIRM			
2.13.13	Absolute encoders shall be used wherever required to eliminate the need for datuming when power is restored again.	VENDOR TO CONFIRM			
2.13.14	Control system shall show clear message on the screen in case of any breakdown to help easy fault finding and restarting of the machine.	VENDOR TO CONFIRM			
2.13.15	Laptop with following configuration to be supplied along with the machine.	VENDOR TO CONFIRM			
2.13.15.1	Processor i7 13th generation or newer, RAM 16GB DDR5 or better, NVMe Hard disk 500GB or better, min 2 USB port, min 1 LAN port.	VENDOR TO CONFIRM			
2.13.15.2	Communication Software with all the necessary package required for the successful uploading and downloading of PLC Project.	VENDOR TO CONFIRM			
2.13.15.3	Communication software with all the necessary package required for the successful uploading and downloading of drive data for all the drive on the machine.	VENDOR TO CONFIRM			
2.13.16	Interface hardware/ cable required for communication from Laptop to PLC and all the drives on the machine to be supplied.	VENDOR TO CONFIRM			
2.13.17	Control System must be an OPCUA Compliant so that it can be configured for real time monitoring through our inhouse Industry 4.0 solution. Any neccessary licenses if required must be supplied.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.16	C TYPE STACKING CARS :- Consisting the following:	VENDOR TO CONFIRM			
2.16.1	1. The car shall be consisting 3 C type Stacking Cars with 2 stacking platform arrange one above the other. The top platform should tilt with removable stiffening supports to increase weight capacity.	VENDOR TO CONFIRM			
2.16.2	The car shall move by motor control. The movement of cars shall be control automatically while the line is running.	VENDOR TO CONFIRM			
2.16.3	The car shall have the following load capacity : length - 6200 mm car max. load capacity per platform - 4000 Kg. with out leg stiffening supports max. load capacity per platform - 6000 Kg. with leg stiffening supports max. load capacity of the car - 2x6 T = 12 tonnes with leg stiffening supports	VENDOR TO CONFIRM			
2.16.4	The stacking car shall be made of strong steel fabrication with both platforms having a surface consisting of slatted box sections designed to work with or without pallets.	VENDOR TO CONFIRM			
2.16.5	The upper platform shall be of cantilever design, hydraulically tilting through 90 deg.	VENDOR TO CONFIRM			
2.16.6	The car shall be fitted with four wheels. The wheels shall run on floor rails.	VENDOR TO CONFIRM			
2.16.7	The car shall be supplied with floor rails ,cable drag chain and push button control.	VENDOR TO CONFIRM			
2.17	2D Measuring Table				
2.17.1	1 no. 2D measuring table shall be required for measurement of finished laminations with dimensions upto min 6200 mm (length, Y axis) X 1100 mm (width, X axis).	VENDOR TO CONFIRM			
2.17.2	Measuring Table should have 1/3" or better CCD measuring camera min 800 X 600 pixels with 16 mm (or better) magnifying optics along with the ring lamp.	VENDOR TO CONFIRM			
2.17.3	Laminations through camera should be visible on 8.4" (min) LCD/TFT colour monitor.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.17.4	Measurement system should consist of Linear Scale and Scanning head for both the X axis (Length) and Y axis (Width).	VENDOR TO CONFIRM			
2.17.5	Measurements shall be contact free electronic measurement system.	VENDOR TO CONFIRM			
2.17.6	The measurement system should be equipped with Digital display for the display of lamination readings and it should be in the steps of 0.01 mm.	VENDOR TO CONFIRM			
2.17.7	Table surface shall be made of scratch resistant material.	VENDOR TO CONFIRM			
2.17.8	Measurement camera and monitor shall be attached to Y-axis support	VENDOR TO CONFIRM			
3.0	SAFETY ARRANGEMENTS:	VENDOR TO CONFIRM			
3.1	Following safety features in addition to other standard safety features should be provided on the machine:	VENDOR TO CONFIRM			
3.2	Machine should have adequate and reliable safety interlocks / devices to avoid damage to the machine, raw material (CRGO), and the operator due to the malfunctioning or mistakes. Machine functions should be continuously monitored and alarm / warning indications through lights/ alarm number with messages (on panels) should be available.	VENDOR TO CONFIRM			
3.3	All cables, pipes etc. on the machine should be well supported and protected. These should not create any hindrance to machine operation.	VENDOR TO CONFIRM			
3.4	All the rotating parts used on machine should be statically & dynamically balanced to avoid undue vibrations.	VENDOR TO CONFIRM			
3.5	Emergency Switches at suitable locations as per International Norms are to be provided.	VENDOR TO CONFIRM			
4.0	ENVIRONMENTAL PERFORMANCE OF THE MACHINE : The Machine shall conform to following factors related to environment :				
4.1	Measuring surface sound level per DIN 45635 \leq 82 dB (A) Mean level in the operative range per DIN 45645 \leq 80 dB (A) Measuring surface sound level (L_p) is determined by a multitude of measuring points showing a distance of 1 m to the outer edge. Mean level is the "rating level in the operative range with respect to the rating period".	VENDOR TO CONFIRM			
4.2	If any safety / environmental protection enclosure is required it should be built in the machine by the vendor.	VENDOR TO CONFIRM			
4.3	Paint of the machine should be oil / coolant resistant and should not peel off and mix up with coolant.	VENDOR TO CONFIRM			

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5.0	ELECTRICAL SYSTEM :				
5.1	415V +/- 10% , 50 HZ +/- 1%, 3 phase AC (3 wire system without neutral) Power Supply Source will be provided by BHEL at a single point near the machine as per layout recommended by VENDOR . All step down transformers any control voltage supply, rectifiers & regulators (if required for machine) shall also be supplied by the vendor. All types of cables, connections, circuit breakers etc. required for connecting BHEL's power supply point to different parts of the machine /control cabinets, shall be the responsibility of VENDOR. Requirement of grounding /earthing with required material to be intimated by vendor well in advance so that same can be incorporated with foundation.	VENDOR TO CONFIRM			
5.2	Tropicalisation: All electrical / electronic equipment shall be tropicalized as per clause 5.4, 5.5,	VENDOR TO CONFIRM			
5.3	Electrical cabinets should be of Rittal/Schneider/ABB/Siemens make or any other equivalent from reputed make, properly air conditioned and sealed from ingress of liquids.	VENDOR TO CONFIRM			
5.4	Electrical and electronic panels including operator's panel should be provided with fluorescent lamps for sufficient illumination wherever required and power receptacles of 220Volts, 5/15 Amp AC. All adapters/receptacles should have compatibility with Indian equivalents.	VENDOR TO CONFIRM			
5.5	Motors shall conform to IEC or Indian Standards	VENDOR TO CONFIRM			
5.6	Vendor should ensure the proper earthing for the machine and its peripherals.	VENDOR TO CONFIRM			

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6.0	PNEUMATIC SYSTEM				
6.1	COMPRESSED AIR POINTS:				
6.1.1	FRL , automatic drain trap valve condensate receiver for pneumatic system and suitable air compressor to give 6 bar pressure/suitable to operate machine. Compressor (reputed make) shall be supplied by the the vendor. (Capacity to be specified).Pneumatic lines for the operation of valves shall be provided by the vendor.	VENDOR TO SPECIFY			
7.0	LEVELING & ANCHORING SYSTEM				
7.1	Complete anchoring system including foundation bolts, anchoring materials, fixators, leveling shoes etc shall be supplied for the Machine.	VENDOR TO CONFIRM			
8.0	TOOLS FOR ERECTION, OPERATION & MAINTENANCE :				
8.1	Special tools and equipment required for erection of the machine shall be brought by the vendor. Necessary tools like Torque Wrench, Spanners, Keys, grease guns etc.for operation and maintenance of the machine should be supplied. List of such tools should be submitted with offer	VENDOR TO CONFIRM			

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9.0	SPARES: (Optional : To be quoted seperately)	VENDOR TO CONFIRM			
9.1	Itemised breakup of mechanical, hydraulic, electrical and electronic spares used on the machine in sufficient quantity as per recommendation of Vendor for 2 years of trouble free operation on three shifts continuous running basis should be offered by vendor. The list to include following, in addition to other recommended spares: (Unit Price of each item of spare should be submitted along with technical offer) Note: The price of the spares will not be considered for the evaluation of the machine cost (L1 criteria).	VENDOR TO SPECIFY			
9.1.1	a) Mechanical & Hydraulic Spares: All types of Valves, All types of pressure switches / transducers, All types of filters, All types of seals.	VENDOR TO SPECIFY			
9.1.2	b) Electrical /Electronic Spares: All types of Relays, Contactors, Proximity Switches, Push Buttons, Indicating Lamps, Semiconductor Fuses, Special Fuses, Circuit Breakers, Main Power Switch, Encoders, Floppy Disk Unit, I/O Cards for PLC, Power Module & Control Cards for Drives .	VENDOR TO SPECIFY			
9.2	All types of spares for total machine and accessories should be available for atleast ten years after supply of the machine. If machine or control is likely to become obsolete in this period, the vendor should inform BHEL sufficiently in advance and provide drawings of parts / details of spares & suppliers to enable BHEL to procure these in advance, if required	VENDOR TO CONFIRM			
9.3	Vendor to confirm that complete list of spares for machine and accessories, along with specification/type/model etc shall be furnished along with documentation to be supplied with the machine.	VENDOR TO CONFIRM			

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10.0	DOCUMENTATION : Three sets of following documents (Hard copies) in English language should be supplied along with the machine	VENDOR TO CONFIRM			
10.1	Operating manuals of Machine .	VENDOR TO CONFIRM			
10.2	Cutting Programming Manuals of Machine .	VENDOR TO CONFIRM			
10.3	Detailed Maintenance manual of machine for necessary machine maintenance to be provided	VENDOR TO CONFIRM			
10.4	Catalogues, O&M Manuals of all bought out items wherever applicable.	VENDOR TO CONFIRM			
10.5	Detailed specification of all rubber items and hydraulic/lube fittings	VENDOR TO CONFIRM			
10.6	Electrical Schematics of the machine with comments in English.	VENDOR TO CONFIRM			
10.7	Soft copy of PLC project with symbols and comments in English	VENDOR TO CONFIRM			
10.8	Complete Image back up of the system (e.g. Image of Harddisk in case of PC based system) <u>Note:</u> In case of system failure (e.g. Harddisk failure in case of PC based system), the above mentioned image backup should be able to restore the system to its original capacity.	VENDOR TO CONFIRM			
10.9	Instructions and necessary software required for the restoration of Image back up as mentioned in clause 10.8 should be provided.	VENDOR TO CONFIRM			
10.10	One additional set of all the above documentation on USB, wherever possible.	VENDOR TO CONFIRM			
10.11	Necessary list of parts used in the machine shall be submitted by the vendor.	VENDOR TO CONFIRM			

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11.0	TRAINING:	VENDOR TO CONFIRM			
11.1	BHEL Persons should be trained at supplier's Works for mutually agreed period in the area of (a) Mechanical, Electrical & Electronic maintenance for machine & other supplied equipments. (b) Operator for machine operation.	VENDOR TO CONFIRM			
11.2	Air-fare, boarding & lodging for the trainees shall be borne by BHEL.	VENDOR TO CONFIRM			
11.3	Vendor to quote for training on man / <u>day</u> basis.	VENDOR TO CONFIRM			
11.4	Vendor should commit to organize and quote for training of Electronics Engineers at Manufacturer's works for advanced features and specialised training if so required by BHEL	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
12.0	FOUNDATION:				
12.1	<p>Vendor shall submit the preliminary layout drawing for getting BHEL's approval within one month from the date of Letter of Intent (LOI)/ P.O. Soil bearing capacity (SBC) data will be furnished by BHEL alongwith the approval. Complete Foundation Design including details such as (a) Excavation details (b) Reinforcement details (Rod dia & distances etc) (c) Concrete details (d) foundation bolt details are to be provided with drawings and final Layout Drawings by the supplier within three months after getting BHEL's approval. The Layout should consist of all requirements pertaining to plant and its accessories. BHEL shall construct complete foundation for the machine as per details supplied above and under supervision of supplier's representative (if deputed by vendor). The vendor shall also indicate detailed specifications of grouting compound and grouting procedure etc. for foundation bolts of the machine.</p> <p>The submission of civil foundation drawings for the equipment specified in this tender is desirable. Vendors are supposed to provide detailed foundation drawings after placement of PO.</p> <p>In case the vendor shall be unable to submit the foundation drawings, they shall be required to provide detailed load data, including but not limited to equipment weight, dynamic loads, and any other relevant load details that are necessary for the foundation design.</p> <p>If the vendor fails to submit the required foundation drawings and only submits load details, BHEL reserves the right to prepare the foundation design and drawings based on the load data provided by the vendor. It is the vendor's responsibility to ensure that the load details provided are accurate and complete to avoid any discrepancies in the foundation design process.</p> <p>The cost incurred by BHEL for the design and preparation of foundation drawings will be deducted from the vendor's payment/bill.</p>	VENDOR TO CONFIRM			
12.2	Vendor shall submit the preliminary broader footprint of machine, weight and required civil work for machine.	VENDOR TO CONFIRM			

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13.0	ERECTION & COMMISSIONING				
13.1	Supplier to take full responsibility for carrying out erection, start up, testing of the machine and all types of supplied equipment's. The machine is to be erected at the site by the supplier with their own manpower, tools & tackles etc. EOT Crane will be provided by BHEL depending on the availability. Service requirement like air, water, electricity will be provided by BHEL at one point to be indicated by the supplier in advance. Complete commissioning & demonstration of all the features of machine/equipment according to contractual specifications is the sole responsibility of vendors at BHEL Bhopal work. Complete commissioning, testing including all the test is in the scope of supplier.	VENDOR TO CONFIRM			
13.2	Successful proving of lamination shapes as per annexure-1 by the supplier shall be considered as part of commissioning. All tests, as mentioned at clause 17 (Machine Acceptance) shall form part of the commissioning activity.	VENDOR TO CONFIRM			
13.3	Test mandrel for checking run-out/taper & alignment should be supplied if required.	VENDOR TO CONFIRM			
13.4	All tools necessary to carry out all erection and commissioning activities should be brought by the supplier.	VENDOR TO CONFIRM			

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13.5	Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the supplier on returnable basis.	VENDOR TO CONFIRM			
13.6	Portion, if any, of the machine, accessories and other supplied items where paint has rubbed off or peeled during transit or erection should be repainted and merged with the original surrounding paint by the vendor. For this purpose, the vendor should supply sufficient quantity of touch-up paint of various colours of paint used.	VENDOR TO CONFIRM			
13.7	terms & conditions for E&C should be furnished in detail separately by vendor along with offer.	VENDOR TO CONFIRM			
14.0	ACCURACY TESTS:				
14.1	GEOMETRICAL ACCURACIES :				
14.1.1	Geometrical Accuracy Tests shall be in accordance with standard chart of BHEL (Clause 3.0 of TR 10141C, Annexure-2), assuming material free of internal stresses, and with the following exceptions: - 3.2 "Width tolerances" do not apply, i.e. the strip has a constant width which is measured and put into the line's control. - 3.3. (B) & (C) distance between any holes according to accuracy of strip feed (see 1.4.7), plus tool setting tolerances (+/- 0.1 mm) in case different punches are used. - 3.4 "Angle of mitre" except for mitres cut by "scrap cuts" - 3.5. "Edge bow" does not apply, i.e. the strip shall in no way be undulating.	VENDOR TO CONFIRM AND SUBMIT			
14.1.2	All the above accuracies to be demonstrated to BHEL engineers during pre-acceptance tests at Suppliers works and during Erection & Commissioning at BHEL Works.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
15.0	AMBIENT CONDITIONS & THERMAL STABILITY :				
15.1	Total machine including PLC system and all supplied items should work trouble free and efficiently under following operating conditions and should give specified accuracies. Power Supply: Voltage: 415 V +/- 10%, Frequency: 50 Hz +/-1 %, No. of phases = 3 Ambient Conditions: Temperature = 5 to 40 degree celsius Relative Humidity = 95% max. (Vendor to confirm that machine is suitable for above and details of provisions on the machine for the same are to be furnished by Vendor)	VENDOR TO CONFIRM			
15.2	Weather conditions are tropical, Atmosphere may be dust laden during some part of the year. Machine shall be kept in the normal shop floor condition. Max. temperature variation is up to 25 deg Celsius in 24 hours. (Vendor to confirm that machine is suitable for above and details of provisions on the machine for the same are to be furnished by Vendor)	VENDOR TO CONFIRM			
15.3	Thermal Stability of the complete machine keeping in view specified Ambient Conditions and accuracy requirements of BHEL components and trouble free operation of the machine should be ensured by vendor. (Vendor to confirm that machine is suitable for above and details of provisions on the machine for the same should be furnished by Vendor)	VENDOR TO CONFIRM			
15.4	The machine, including attachments and accessories, should be suitable for 24 hrs. continuous operation to its full capacity for 24 hour a day and 7 days a week throughout. Vendor to ensure and confirm the same.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
16.0	PROVEOUT OF BHEL COMPONENTS :	VENDOR TO CONFIRM			
16.1	Complete prove out of transformer Core laminations shall be done by Vendor at BHEL works to the specified design accuracy. Material for the proveout components shall be provided by BHEL. Vendor shall be fully responsible for proveout of transformer core laminations as per drawing and other requirements specified in the offer to the full satisfaction of BHEL. Clarifications, if any required by vendor, regarding accuracy requirements of the proveout transformer coil, whether specified or not, should be discussed and cleared by vendor during initial technical discussions.	VENDOR TO CONFIRM			
16.2	Vendor shall be responsible and fix the machine as soon as possible for any deviation/rejection in proveout transformer core lamination due to wrong operation by Vendor or malfunctioning of the machine during proveout operation.	VENDOR TO CONFIRM			
17.0	MACHINE ACCEPTANCE: (Tests/Activities TO be Performed by Vendor)	VENDOR TO CONFIRM			
17.1	Tests/Activities should be carried out at supplier's works on the machine before dispatch :	VENDOR TO CONFIRM			
17.1.1	Geometrical Accuracy Tests as per Clause 14.0.	VENDOR TO CONFIRM			
17.1.2	Demonstration of all features of the machine, PLC system and all Accessories.	VENDOR TO CONFIRM			
17.2	Test to be carried out at BHEL works while commissioning the machine :	VENDOR TO CONFIRM			
17.2.1	Geometrical Accuracy Tests as per test 14.0.	VENDOR TO CONFIRM			
17.2.2	Full load test to demonstrate the maximum power & lamination cutting / loading capacity of the machine.	VENDOR TO CONFIRM			
17.2.3	The machine should be tested for continuous running of 24 hrs. If any major break down occurs due to machine malfunction, the test should be repeated for 24 hrs from that time.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
17.2.4	Demonstration of all features of the machine & all accessories for their efficient and effective use. -	VENDOR TO CONFIRM			
17.2.5	Demonstration by actual use of all supplied attachments and accessories to their full capacity.	VENDOR TO CONFIRM			
17.2.6	Job prove out: Three jobs (each approx. 100 tons) cropping of laminations will be taken as per PO terms.	VENDOR TO CONFIRM			
17.2.7	Two weeks supervision of independent operation of machine by BHEL after job proveout.	VENDOR TO CONFIRM			
17.2.8	Training of BHEL machine operators in operation of complete machine & accessories etc. by the supplier's experts / engineers during commissioning at BHEL works.	VENDOR TO CONFIRM			
18.0	PACKING:	VENDOR TO CONFIRM			
18.1	Standard, seaworthy & rigid packing for all items of complete machine, PLC System, all Accessories and other supplied items to avoid any damage/loss in transit. When machine is despatched in containers, all small loose items shall be suitably packed in boxes	VENDOR TO CONFIRM			
19.0	Warranty:	VENDOR TO CONFIRM			
19.1	24 months from the date of acceptance of the machine.	VENDOR TO CONFIRM			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
20.0	GENERAL : The vendor should submit the following information:	VENDOR TO CONFIRM			
20.1	Machine Model	VENDOR TO SPECIFY			
20.2	Total connected load (KVA):	VENDOR TO SPECIFY			
20.3	Floor area required (Length, Width, Height) for complete machine & accessories	VENDOR TO SPECIFY			
20.4	Painting of Machine/ Electrical Panels: Polyurethane Paint	VENDOR TO SPECIFY			
20.5	Total weight of the machine	VENDOR TO SPECIFY			
20.6	Weight of heaviest part of machine	VENDOR TO SPECIFY			
20.7	Weight of the heaviest assembly/ subassembly of the Machine	VENDOR TO SPECIFY			
20.8	Dimensions of largest part/ subassembly/ assembly of the machine	VENDOR TO SPECIFY			
20.9	Vendor to submit, along with offer, the reference list of customers where similar machines have been supplied mentioning the customer, Machine Model, major specifications of the supplied machine, control System, Year of Supply etc	VENDOR TO SPECIFY			
20.10	Detailed , sketch/ photographs of the m/c and accessories/ attachments should be submitted with the offer.	VENDOR TO SPECIFY			
20.11	Hydraulic, Pneumatic & oil pipings should be preferably metallic except places where flexible pipings are essential.All the pipes required for the same shall be included in the standard scope of the machine.	VENDOR TO SPECIFY			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
21.0	QUALIFYING CONDITIONS :				
21.1	The vendor must be an Original Equipment Manufacturer (OEM)	VENDOR TO CONFIRM			
21.2	<p>a) Only those vendors (OEMs) should quote who have commissioned and supplied at least one number Transformer CRGO Electrical steel lamination cut to length/Cropping line having Swing Shear and strip feed speed of 100 meter/minute (minimum) earlier in the past 10 years (on the date of opening of Tender) in India; And referred machine is presently working satisfactorily for more than one year after commissioning (on the date of opening of Tender). Vendor should submit proof of the same.</p> <p>b) However, such Indian machine tool vendors (OEMs), who do not meet specified qualifying conditions [clause 21.2(a)] , can quote if</p> <p>i) They have running Collaboration/ Joint Venture/ Joint Working Arrangement with a foreign partner who meets all of the qualifying criteria as mentioned in clause 21.1 and sub clauses 21.2(a).</p> <p>ii) The Collaboration/ Joint Venture/ Joint Working Arrangement of the Indian Machine Tool manufacturer with its foreign partner should be of at least 2 years old (on the date of opening of tender).</p> <p>iii) The Indian Machine Tool manufacturer should have supplied and commissioned at least one such machine (Refer clause 21.2(a)) after Collaboration/ Joint Venture/ Joint Working Arrangement.</p> <p>iv) The Indian Machine Tool manufacturer shall submit from their foreign partner a back to back guarantee for performance of the machine. Vendor should submit proof of the same .</p> <p>Such Indian machine tool vendors (OEMs) shall have to submit from their foreign partner a back to back guarantee for satisfactory performance of the offered machine in compliance to all specified tender requirements.</p>	VENDOR TO CONFIRM			
21.3	The following information is to be submitted by the vendor about the companies				
21.3.1	Un-priced P.O. copy in the name of OEM to meet clause 21.2	VENDOR TO FURNISH			
21.3.2	Installation and Commissioning /Work Completion certificate of supplied machine as per clause 21.3.1	VENDOR TO FURNISH			

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
21.3.3	<p>Performance Certificate (in the name of OEM) of supplied machine for satisfactory performance of machine one year after commissioning (Original Certificate or through E-mail directly from the company).</p> <p>Indian machine tool manufacturers having Collaboration/ Joint Venture/ Joint Working Arrangement with foreign partner who meet qualifying requirement should submit Performance certificate of at least one machine supplied by them after Collaboration/ Joint Venture/ Joint Working Arrangement. The original certificate may be returned after verification by BHEL, if required</p> <p>Note: Issue date of performance certificate not to be more than 2 years old from tender opening date.</p>	VENDOR TO FURNISH			
21.4	Being a technology & safety intensive capital item, whose application has bearing on safety of workmen and job; no relaxation in PQR condition whatsoever is application to MSME / start-up companies. These vendors have to necessarily meet all the PQR conditions for consideration by BHEL - DTC.	VENDOR TO Note			
21.5	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.	VENDOR TO Note			
21.6	Financial POC: Vendor should have average turnover of Min Rs. 1200 Lacs in INR/equivalent amount in any foreign currency for last 3 consecutive years ending March 2024 and it should be supported by copies of turnover certificate issued/certified by C.A./copies of Profit and loss statement.	Vendor to Confirm and Furnish			

Niket Agrawal

Rupesh Gautam

Rakesh S. Dalal


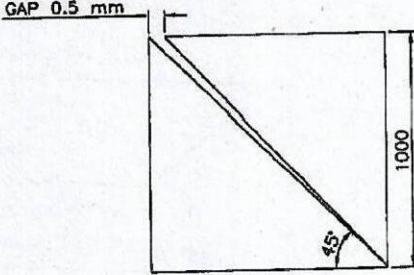
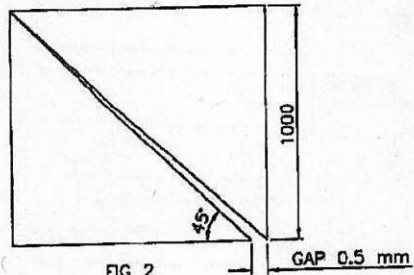

Sanjay Kumar

Prateek Singh

Pintu Kumar

Nilay K.R. Patil

for execution
commission

REF. Comp. d/g	 Form No. 2038	उत्पाद मानक परिणामित्र शाप/अभि.निर्देश	PRODUCT STANDARD TRANSFORMER SHOP / ENGG INSTRUCTIONS	TR10141C 3 पृष्ठों में 3 PAGE 3 OF 3		
		<p>3.0 TOLERANCES ON LAMINATIONS</p> <p>3.1 LENGTH - +0.0 mm. - 1.5 mm.</p> <p>3.2 WIDTH - Up to 250 mm More than 250 mm +0 +0 - 0.2 mm - 0.25 mm</p> <p>3.3 HOLES (A) ON HOLE DIA ± 0.1 MM (B) DISTANCE BETWEEN FIRST AND LAST HOLE ± 0.25 MM (C) DISTANCE BETWEEN SUCCESSIVE HOLES ± 0.1 MM. (D) OFF-SET PERPENDICULAR TO CENTRE LINE ± 0.1 MM</p> <p>3.4 ANGLE OF MITRE - ANGLE $45^\circ \pm 1$ MIN. THIS CAN BE MEASURED AS FOLLOWS: USING A FIXED 45° SET - SQUARE, THE DEVIATION OF ANGLE OF THE MITRE OVER A MAX. WIDTH OF 1000 mm SHALL NOT EXCEED 0.5 mm GAP (AS SHOWN IN THE FIG. 1 & 2 WHEN MEASURED BY A FILLER GAUGE) OR PROPORTIONATE THERE OF FOR OTHER WIDTH.</p> <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  <p>FIG 1</p> </div> <div style="text-align: center;">  <p>FIG 2</p> </div> </div> <p>3.5 EDGE BOW:- THIS SHOULD NOT EXCEED 0.50mm/METRE OR PROPORTIONATE THERE OF WITH A MAXIMUM OF 1.5 mm</p> <p>3.6 BURR LEVEL:- THE MAXIMUM PERMISSIBLE BURR LEVEL SHALL BE 25 MICRONS AS MENTIONED IN CLAUSE 11.6 OF IS : 3024, 2006.</p>				
TR10141C PAGE 3 OF 3	<p>3.5 EDGE BOW:- THIS SHOULD NOT EXCEED 0.50mm/METRE OR PROPORTIONATE THERE OF WITH A MAXIMUM OF 1.5 mm</p> <p>3.6 BURR LEVEL:- THE MAXIMUM PERMISSIBLE BURR LEVEL SHALL BE 25 MICRONS AS MENTIONED IN CLAUSE 11.6 OF IS : 3024, 2006.</p>					
3rd Rev. 09 R. D. 17/11/21	SHEET REAFFIRMED. <i>Rahmi Chan</i> RASIMI NITIN NKM	वितरण DISTRIBUTION. TRE/TRM/FTM TRX/TTG QC-TCB/QA-TCB/ JHANSI	सं. स्वीकृत किया : APPROVED : sd/- BSB, MKS	तैयार किया PREPD. sd/- HKM	जारी किया ISSUED शेआरफ/मनक TRE/STD.	दिनांक DATE 
3rd Rev. 08 R. D. 14/10/16	SHEET REAFFIRMED. NITIN ADEOTA					

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 The Information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the Company.

Annexure - 'A'

B.H.E.L.'s TERMS AND CONDITIONS FOR FOREIGN BIDDER

		TO BE CONFIRMED BY VENDOR	REMARKS
1.0	All Bank Guarantees shall be strictly as per B.H.E.L.'s formats. No deviation will be accepted.		
2.0	The price should be quoted on (i) CFR/ CIF Mumbai basis in case of break bulk shipment, (ii) CFR/CIF Nhava Sheva Port basis in case of LCL & flat rack container shipment and (iii) CFR/CIF Mandideep basis (Port Code INMDD6) in case of full container load shipment.		
3.0	Payment shall be made through unconfirmed irrevocable letter of credit. Payment of 80% of net CFR value shall be made on dispatch and 20% on issue of E & C certificate. Payment of E & C value shall be made against E & C certificate issued by BHEL. E & C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators, etc., as envisaged in PO. The LC shall be opened by BHEL as per following:		
(i)	Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed LC will be opened for 30% of the payment towards supply, due on shipment, i.e., 24% of the supply value of PO (30% of 80%).		
	Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed LC would be enhanced from 24% to 80% of the supply value of PO.		
	The above LC can be negotiated after the shipment against the submission of Bill of Lading or AWB and such other documents mentioned in the PO. The above LC will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.		
(ii)	15 days prior to the scheduled & confirmed arrival of the technicians of supplier, an irrevocable unconfirmed LC will be opened for a value equal to 20% of the supply value of PO plus 100% of the E & C value of PO. The validity of LC shall be sufficient to cover the period required for the completion of E & C plus 21 days as negotiation period.		
	This LC can be negotiated after (a) completion of E & C of the equipment in BHEL and against E & C Certificate issued by BHEL and (b) submission of Performance Bank Guarantee (PBG), for 10% of total PO value, by supplier in the prescribed format from one of the consortium banks of BHEL. PBG shall be valid for 30 days beyond the warranty period.		
	Alternatively, balance 20% of supply value and 100% of the E & C value can be paid through electronic transfer on receipt of invoice, E & C certificate and PBG.		
3.3	All letter of credit charges inside India to B.H.E.L.'s account and out side India to vendor's account.		
3.4	In case of confirmed letter of credit, confirmation charges shall be borne by the vendor.		

3.5	<p>List of consortium banks of B.H.E.L. is given below: Axis Bank Ltd.,Bank of Baroda, Canara Bank,Export-Import Bank of India, HDFC Bank Limited, ICICI Bank Limited, IDBI Bank Limited, Indian Bank, Indian Overseas Bank, IndusInd Bank Limited, Kotak Mahindra Bank Limited,Punjab National Bank, RBL Bank Ltd., State Bank of India, The Federal Bank Limited, The Hongkong and Shanghai Banking Corporation Ltd, Union Bank of India, Yes Bank Limited</p>		
4.0	Bank Guarantee and loading due to non – acceptance of B.H.E.L.’s payment terms:		
	If payment terms as mentioned by B.H.E.L. are not agreed by bidder, such bidder shall have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed format for the amount, exceeding 80% of the PO value, valid till issue of E & C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO value.		
	Additionally, for deviation sought including as mentioned above, in payment terms by bidder w.r.t. tender conditions, following loading shall be done:		
	(a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by the bidder.		
	(b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by B.H.E.L. and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.		
5.0	Contract Execution Bank Guarantee (CEBG):		
	The successful vendor shall have to furnish a contract execution bank guarantee (CEBG) for 10% of the total PO value in the prescribed format within 30 days from the date of PO , but before LC opening. CEBG shall be from one of the consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or Outside India will have to be borne by vendor.		
	CEBG shall be kept valid until 30 days after the date of E & C certificate, which will be issued on completion of erection & commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.		
	If the vendor fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.		
6.0 (a)	Charges of Erection & Commissioning at B.H.E.L. (Mandatory to quote):		
	Erection & Commissioning (E & C) charges will include services to be rendered at B.H.E.L. like erection, commissioning, job proving, performance tests and training to operators, etc.		
	E & C value should be quoted separately by bidder. It shall be minimum 10% of total supply cost.		

6.0 (b)	Training charges (Mandatory to quote)		
	Bidder to quote training charges on per man day basis as per clause no. 11 & 11.4 of NIT specification. Lumpsum charges is not acceptable.		
7.0	Prices shall remain firm till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.		
7.1	Delivery period shall be counted from the date of Purchase Order.		
8.0	Time period for supply and E & C:		
8.1	(a) Delivery period -36 months or earlier from the date of PO		
	(b) E&C Period – 60 days from site readiness call from BHEL		
8.2	Bidders should quote their earliest schedule for supply and E & C against the schedule indicated in the enquiry sheet. B.H.E.L., however, reserves the right to accept/ reject an offer on not meeting the schedule mentioned in the enquiry.		
9.0	Penalty for delay in supply and E & C:		
9.1	Penalty for delay in 'supply' and / or 'E & C' will be applicable for the delays attributed to the vendor. Penalty will be considered separately for 'supply' and 'E & C'. The rate of penalty for delayed supply shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in supply subject to a maximum of 10% of total PO value (supply + E & C).		
	The rate of penalty for delay in E & C shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in E & C subject to a maximum of 10% of total PO value (supply + E & C).		
	Maximum penalty for delay in supply and E & C together shall be limited to 15% of total PO value (supply + E & C).		
	For the purpose of penalty for delay in E & C of the equipment, the duration of E & C activities will be reckoned from the date of intimation by B.H.E.L. to vendor regarding readiness of site. Total E & C period quoted by the vendor will be equal to the period indicated by the vendor to start E & C from the date of receipt of E & C call from B.H.E.L. plus the period indicated for E & C activities from the date of start of E & C at B.H.E.L.		
	Date of Bill of Lading / Air Way Bill will be considered as date of delivery for penalty purpose.		
9.2	Loading on account of non-acceptance of penalty for delay in supply and / or E & C shall be as under:		
	In case any bidder is not accepting above penalty clause, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.		
10.0	In case, shortage is noticed viz-a-viz PO scope of supply, such shortages shall be replenished by the vendor without any cost implication to B.H.E.L., i.e., custom duty & freight charges etc. up to destination for such short supplies shall be borne by the vendor.		

11.0	Any warranty replacement during warranty period shall be provided on DDP at B.H.E.L., BHOPAL Basis.		
12.0	Part shipment is not permissible.		
13.0	Machine / equipment will be inspected and proved, if required, at vendor's works prior to dispatch. However, final inspection and acceptance of machine / equipment will be after installation at B.H.E.L., BHOPAL.		
14.0	The E & C charges will be released after deduction of Income Tax as per the Govt. of India rules. TDS certificate will be issued by B.H.E.L..		
15.0	Offer may be rejected if copy of agreement between principal and Indian agent (in case offer is submitted through agent) indicating scope of work of Indian agent and agency commission payable to him is not enclosed with the technical bid.		
16.0	Vendor to declare on their Letter head break up of Import content and Indigenous content (if any) separately and Mention place of manufacturing /value addition in India.		
17.0	Copy of Un-Priced bid to be submitted with Techno-commercial bid.		
	Confirmation of Other Terms & Conditions		
18.0	Taxes	Vender to confirm	
	(a) GSTIN Certificate enclosed	Yes/No	
	(b) HSN Code, GST % on supply given	Vender to specify	
	(c) SAC, GST % on E&C given	Vender to specify	
19.0	Authorisation Letter given	Yes/No	
20.0	Contact Details of vendor's representative (Name, Contact No., E-mail id)		

Note: Except above clauses, all other clauses of 'General Terms and Conditions of Enquiry' will also be applicable.

ANNEXURE 'B'

B.H.E.L.'s TERMS AND CONDITIONS FOR INDIGENOUS BIDDER

		TO BE CONFIRMED BY VENDOR	REMARKS
1.0	All Bank Guarantees shall be strictly as per B.H.E.L.'s formats. No deviation will be accepted.		
2.0	PAYMENT TERMS: 80% payment of supply value shall be made within 45 days from the date of receipt of material at B.H.E.L., Bhopal. Balance 20% of supply value plus 100% of the E & C charges will be paid against (a) Erection & Commissioning certificate issued by B.H.E.L. and (b) submission of Performance Bank Guarantee (PBG) for 10% of total PO value by supplier in the prescribed format from one of the consortium banks of B.H.E.L.. PBG shall be valid for 30 days beyond the warranty period.		
	E & C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators, etc., as envisaged in PO.		
	List of consortium banks of B.H.E.L. is given below: Axis Bank Ltd., Bank of Baroda, Canara Bank, Export-Import Bank of India, HDFC Bank Limited, ICICI Bank Limited, IDBI Bank Limited, Indian Bank, Indian Overseas Bank, IndusInd Bank Limited, Kotak Mahindra Bank Limited, Punjab National Bank, RBL Bank Ltd., State Bank of India, The Federal Bank Limited, The Hongkong and Shanghai Banking Corporation Ltd, Union Bank of India, Yes Bank Limited		
2.1	Bank Guarantee and loading due to non – acceptance of B.H.E.L.'s payment terms:		
	If payment terms as mentioned by B.H.E.L. are not agreed by bidder, such bidder shall have to submit Bank Guarantee at the time of payment in the prescribed format for the amount, exceeding 80% of the PO value, valid till issue of E & C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO value.		
	Additionally, for deviation sought including as mentioned above, in payment terms by bidder w.r.t. tender conditions, following loading shall be done:		
	(a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by the bidder.		

3.0	Contract Execution Bank Guarantee (CEBG):		
	The successful vendor shall have to furnish a contract execution bank guarantee (CEBG) for 10% of the total PO value in the prescribed format within 30 days from the date of PO, but before LC opening. CEBG shall be from one of the consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or Outside India will have to be borne by vendor.		
	CEBG shall be kept valid until 30 days after the date of E & C certificate, which will be issued on completion of erection & commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.		
	If the vendor fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.		
4.0	Vendor to quote price FOR B.H.E.L., Bhopal basis. Transit insurance will be by Vendor.		
5.0	Delivery shall be counted from the date of Purchase Order.		
6.0 (a)	Time period for supply and E & C:		
	(a) Delivery period – 3 years or earlier from the date of PO		
	(b) E&C Period – 60 days from site readiness call from BHEL		
	Bidders should quote their earliest schedule for supply and E & C against the schedule indicated in the enquiry sheet. B.H.E.L., however, reserves the right to accept an offer not meeting the schedule mentioned in the enquiry.		
6.0 (b)	Charges of Erection & Commissioning at B.H.E.L. (Mandatory to quote in the Price Bid):		
	Erection & Commissioning (E & C) charges will include services to be rendered at B.H.E.L. like erection, commissioning, job proving, performance tests and training to operators, etc.		
	E & C value should be quoted separately by bidder in Price Bid. It shall be minimum 10% of total supply cost.		
6.0 (c)	Training charges (Mandatory to quote in Price Bid)		
	Bidder to quote training charges in price bid on per man day basis as per clause no. 11 & 11.4 of NIT specification. Lumpsum charges is not acceptable.		

7.0	Penalty for delay in supply and E & C:		
	Penalty for delay in 'supply' and / or 'E & C' will be applicable for the delays attributed to the vendor. Penalty will be considered separately for 'supply' and 'E & C'. The rate of penalty for delayed supply shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in supply subject to a maximum of 10% of total PO value (supply + E & C).		
	Rate of penalty for delay in E & C shall be @ of 0.5% of total PO value (supply + E&C) per week of delay in E & C subject to a maximum of 10% of total PO value (supply + E & C).		
	Maximum penalty for delay in supply and E & C together shall be limited to 15% of total PO value (supply + E & C).		
	For the purpose of penalty for delay in E & C of the equipment, the duration of E & C activities will be reckoned from the date of intimation by B.H.E.L. to vendor regarding readiness of site. Total E & C period quoted by the vendor will be equal to the period indicated by the vendor to start E & C from the date of receipt of E & C call from B.H.E.L. plus the period indicated for E & C activities from the date of start of E & C at B.H.E.L.		
7.1	Loading on account of non-acceptance of penalty for delay in supply and / or E & C shall be as under:		
	In case any bidder is not accepting above penalty clause, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.		
8.0	Entire material should be despatched in one lot. Part despatches not permissible.		
9.0	Prices shall remain FIRM till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.		
10.0	Machine / equipment will be inspected and proved, if required, at vendor's works prior to dispatch. However, final inspection and acceptance of machine / equipment will be after installation at B.H.E.L., BHOPAL.		
11.0	Applicable GST against services shall be paid extra by B.H.E.L. against invoice.		
12.0	Income tax deduction as per Govt. Guide line shall be deducted at source for which TDS certificate will be issued.		

13.0	Vendor to declare on their Letter head break up of Import content and Indigenous content (if any) separately and Mention place of manufacturing /value addition in India.		
14.0	Copy of Un-Priced bid to be submitted with Techno-commercial bid.		
15.0	Successful bidder to submit GeM seller ID before placement of purchase order.		
	Confirmation of Other Terms & Conditions		
16.0	Taxes	Vender to confirm	
	(a) GSTIN Certificate enclosed	Yes/No	
	(b) HSN Code, GST % on supply given	Vender to specifiy	
	(c) SAC, GST % on E&C given	Vender to specifiy	
17.0	Authorisation Letter given	Yes/No	
18.0	Contact Details of vendor's representative (Name, Contact No., E-mail id)		

Note: Except above clauses, all other clauses of 'General Terms and Conditions of Enquiry' will also be applicable.

Instructions/Checklist for Vendors :

- 1) Bank Guarantee / BG Extention shall be made strictly as per BHEL's Standard format as available on B2B site.
- 2) **Validity date** must be explicitly mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.
- 3) **Claim Date** must be mentioned in the BG.
- 4) **Confirmation:** As per Corporate and RBI guideline confirmation is required in respect of each BG. Confirmation may be provided by the same issuing branch by the officials higher in rank or from the office mentioned in the BG for confirmation. Thus Vendors must ensure that BG bears the Confirmation office address explicitly.
- 5) **Stamps:** Stamps must be purchased from registered stamp vendor. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.
- 6) **Value of stamp must be as per Stamp act prevailing in the state where the BG is submitted or the state where the BG executed, whichever in higher.** Currently, it is 0.25% of BG Value as per Indian Stamp Ordinance (Madhya Pradesh Amendment).PI. confirm this rate prior to execution of BG.
- 7) **Bank Seal and sign of Bank Employee:** BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. Every BG having value more than 50,000/- must be signed by two authorized signatories of the bank.
- 8) **Place of Invocation must mention on BG.**
- 9) **BGs should not be from the co-operative banks**
- 10) **BGs can be issued through consortium banks only.**
- 11) **Vendors must provide the BG from banks which are already SFMS Compliant. SFMS shall be transmitted to SBT HET Branch Bhopal. The detail of the bank is as follows:**
BHEL's A/c No.-30855948540, IFSC code- SBIN0000519
- If vendors banks are not SFMS Compliant, a declaration from bank is required.
- 12) **Email ID, phone no, Fax No of bank must mention on BG.**
- 13) **Extension/Amendment of BG is required on Rs. 1000/- Stamp Paper.**
- 14) **Bank Guarantee for Advance Payment – The BG shall be for 110% of the value of advance.**
- 15) **Cutting / overwriting on the BG shall be properly authenticated under signature and seal of the executing Bank.**
- 16) **Latest Solvency certificate:** Latest Solvency Certificate in original, with **Bank Seal and sign of Bank Employee**, in BHEL's standard format shall be enclosed with Sub Contracting BG.
- 17) **BG documents wherein corrections have been marked may also be enclosed with final corrected BG, where original BG document is being replaced.**
- 18) **Digital signed secured email confirmation required from BG issuing bank.**

LIST OF CONSORITUM BANK

Sl. No.	Name of the bank
1	Axis Bank Ltd.
2	Bank of Baroda
3	Canara Bank
4	Export-Import Bank of India
5	HDFC Bank Limited
6	ICICI Bank Limited
7	IDBI Bank Limited
8	Indian Bank
9	Indian Overseas Bank
10	IndusInd Bank Limited
11	Kotak Mahindra Bank Limited
12	Punjab National Bank
13	RBL Bank Ltd.
14	State Bank of India
15	The Federal Bank Limited
16	The Hongkong and Shanghai Banking Corporation Ltd
17	Union Bank of India
18	Yes Bank Limited

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at **BHEL HOUSE Siri Fort, New Delhi-110049** _____¹ through its Unit at **BHEL BHOPAL**.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance BankGuarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- ⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... 7 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. Unless a demand or claim under this guarantee is made on us in writing on or before the8we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 6
- b) This Guarantee shall be valid up to7
- c) Unless the Bank is served a written claim or demand on or before _____ 8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

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

Place _____
Date _____

Witness: _____
(Name & Address) _____

* Bidder to Submit Online Form 10F as per Income Tax of India Act.

FORM NO. 10F

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

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

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

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

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

Signature:

Name:

Address:

Permanent Account Number:

* Bidder to Submit online Form 10F as per Income Tax Act of India. Only online forms are accepted.

(Signature)

Verification

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

Verified today the day of.....

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

Place:

Notes :

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



BP 200102B

HEAVY ELECTRICALS PLANT, BHOPAL

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	General:
1.1	<p>These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.</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"> Amendments to Purchase Order/ Framework Agreement Purchase Order/ Framework Agreement Letter of intent (LOI)/ Letter of Award (LOA) Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions Corrigenda to NIT, with those of later date having precedence over those of earlier date Original NIT and annexures except documents listed in point no (vii) to (ix) below Technical specifications including their annexures Special Terms and condition of Enquiry (STC) General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries
2.1	<p>Through eProcurement</p> <ol style="list-style-type: none"> Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app Offers in any other mode will not be accepted. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal https://eprocurebhel.co.in/. 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. 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. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	Through tender room (Conventional tender)
2.2.1	<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 & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. 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>



BP 200102B

HEAVY ELECTRICALS PLANT, BHOPAL

GENERAL TERMS AND CONDITIONS OF ENQUIRY

	mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.
2.3	Through tender room or EProcurement
2.3.1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
2.3.2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
2.3.3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
2.3.4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.
2.3.5	Bid in single part or techno-commercial bid in two-part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
2.3.6	<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 & 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 (https://supplier.bhel.in/). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
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 https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
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. (https://bhel.com/tenders) and additional in https://eprocurebhel.co.in/nicgep/app 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, <u>besides BHEL taking appropriate punitive action as deemed fit.</u> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
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	Delivery Terms
3.1	Indigenous Purchase
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	Foreign Purchase — Imports
3.2.1	<ol style="list-style-type: none"> 1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) & Break-bulk Cargo at Mumbai (MPT - INBOM1). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4). 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. 6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.



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	<p>9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</p> <p>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years.</p> <p>9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</p> <p>9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</p> <p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)
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	Additional logistics information for Imports
5.1	Bid currency
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
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	Delivery Schedule & Completion date
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 https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</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	Transit Insurance
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
8.1	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	Penalty for Late Delivery
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery . Total undelivered order value above shall be item wise, lot wise order value of PO . Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply (Milestone delivery terms) , the LD clause will be separately mentioned in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	Indian Agents and Agency commission
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.



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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	Documentation:		
11.1	Indigenous Purchase		
	<p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.</p> <ol style="list-style-type: none"> 1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter), 2) Consignee copy of LR & 2 sets each of Packing list, 3) Test certificate, Guarantee / Warranty certificate, 4) O & M manuals (where applicable) 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill. 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure <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	Foreign Purchase — Imports		
	<p>Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <ol style="list-style-type: none"> 1. Express / Original 'Clean on board' Bill of Lading / AWB. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package. 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases. 4. One set of Original Test Certificates and O&M Manual where called for. 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following: <table border="1"> <tr> <td> AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight) </td> <td> DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at mmfe.bpl@bhel.in</p> <ol style="list-style-type: none"> 7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. <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"> i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly 	AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in
AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in		



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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 & commercial documents. Part shipment shall be strictly avoided for Airshipments.</p>
11.3	General
	<ol style="list-style-type: none"> For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. 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 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. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	Price Validity :
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above.



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	<p>The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount.</p> <p>Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.</p>
15.	Taxes & Duties - Foreign Purchase — Imports
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	Payment Terms-
16.1	<p>Indigenous: 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>
16.2	<p>Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th 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 Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.</p> <p>In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.</p>
16.5	Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	Inspection of Goods
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
17.2	<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>REJECTION:</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	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
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 & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder.</p> <p>In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<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	Evaluation and Loading Criteria:
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 & 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>INDIGENOUS</p> <ol style="list-style-type: none"> 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. 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.



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	IMPORTS 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC B. Loading for payment terms as per clause 16.1 of GTC
20	Variation of orders
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract
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	Recovery / deductions of amount from supplier
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	Safety clause for purchase orders
23.1	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. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	Non-Disclosure Agreement
24.1	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u>
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	Settlement of Disputes & Arbitration
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	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. 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.



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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 https://dpe.gov.in/guidelines/guidelines/chapters/2673.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."</p>
25.5	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
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	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
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>Forfeiture of Performance Security:</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>Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) –</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 & 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>Integrity Pact (IP) — Independent external monitors (IEM)</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>NOTE: No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p>For all clarifications/ issues related to the tender, please contact:</p> <table><tr><td></td><td>(1)</td><td>(2)</td></tr><tr><td>Name</td><td></td><td></td></tr><tr><td>Landline No.</td><td></td><td></td></tr><tr><td>Mobile No.</td><td></td><td></td></tr><tr><td>Email</td><td></td><td></td></tr><tr><td>Dept.</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Fax</td><td></td><td></td></tr></table>		(1)	(2)	Name			Landline No.			Mobile No.			Email			Dept.			Address			Fax		
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31	<p>Fraud Prevention Policy : The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p>Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof :</p>																								
32.1	<p>Commitment by BHEL:</p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
32.2	<p>Commitment by bidder / Supplier / Contractor :</p>																								



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32.2.1	<ul style="list-style-type: none"> - The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India. - The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL - The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
32.2.3	<p>Preventive checks to eliminate suspected cartel formation between suppliers</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>Declaration by Bidders</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>Public Procurement (Preference to Make in India), Order 2017</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>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</p>
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines
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"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a county; or An entity whose beneficial owner is situated in such a country; or



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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>Breach of contract, Remedies and Termination</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>Option clause:</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.

Company Letter head

Date: {insert date}

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

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

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

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

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

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

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

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

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

Date: {insert date}

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

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

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

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

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

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

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

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

For & On behalf of

{Insert name of the company}

Authorized Signatory with Seal

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

DETAILS OF COMPANY PERFORMANCE**A. Capacity Details:**

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & name of customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

- If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identify.

B. Performance of supplies to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully executed and (ii) all POs overdue for supply and / or E & C. Details of all machines in the POs to be given.

Sl. No.	Name of M/c with broad specs.	Name of BHEL Unit	PO No. & Date	P.O. Value	Supply Date		Erection & Commissioning		Reason of delay, if any
					As per P.O.	Actual / Likely	E & C period incl. job prove out as agreed (in days)	Actual / Likely period of E & C completion (In days)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.									
2.									
3.									
4.									

Note: 1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.

2. Reasons for delay to be explained in detail.

3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

Format of Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference to be issued on the letter head of the Audit Firm.

TO,

<Name and complete address of the bidder>

Sub: Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference.

Ref: <Tender Enquiry details of HEP _ BHOPAL>

1. We, <Firm name>, Chartered Accountants, the Statutory Auditors of M/s <Bidders name> ("the Company") have been requested by the company to verify the amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned items including all custom duties), as a proportion of total value. This certificate is required by the company for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017 to ensure local content in minimum 50% in the above mentioned tender.

Management's responsibility

2. The responsibility for the preparation of the details of total value as well as proportion of value as well proportion of value added in India of the aforementioned items is that of the management of the company. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the afore said details. The management is also responsible to ensure local content of minimum 50% in the above mentioned tender for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017. The management also confirms that they are aware that any false declarations in this respect will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial rule for the company or its successors can be debarred for upto two years as per 151(iii) of the general financial rules also with such other actions as may be permissible under law.

Auditor's responsibility

3. Our responsibility is only to examine the details of total value as well as proportion of value added in India of the aforementioned items prepared by the management and to ensure that local content of minimum 50% in the above-mentioned items as required in the tender. Nothing contained in this certificate, nor anything said or done in the course of, or in connection with the services that are subject to this certificate, will extend any duty of care that we may have in our capacity of the statutory auditors of any financial statements of the company.
4. We have complied with the relevant applicable requirements of the standard on quality control (SQC) 1, quality control for firms that perform audits and reviews of historical financial information, and other assurance and related services engagements, further, our examination did not extend to any other parts and aspects of a legal or proprietary nature in the previously mentioned details.

5. We have been provided and verified the following documents in this regard; (a) bill of materials, i.e. details of raw and other materials used for production of aforesaid items; (b) sample invoices of raw & other materials procured by the company, and (c) other relevant details in respect of the above including written management representations. We have also relied on management representations that the entire raw and other material is fully indigenous and 100% value has been added in India.

Conclusion

6. Based on the procedures performed by us as referred in paragraph 3 to 5 above, and according to the information and explanations given to us, we confirm that amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value is <Mention the percentage> (fully indigenous) i.e. the above items is within the limits of minimum threshold of 50% as required for availing purchase preference under public procurement (preference to make in India), order 2017.

Restriction on use.

7. This certificate is issued at the request of the company for onward submission to M/s Bharat Heavy Electricals limited(BHEL), Bhopal in respect of tender enquiry <Tender reference>. This certificate should not be used for any other purpose without our prior written consent. Accordingly, we do not accept or assume any liability of any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For <Audit Firm Name>
Chartered Accountants
Firm Registration number:

Signature of Partner
Membership Number:
UDIN:

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

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

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

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

Notes:

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

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

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

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

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

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

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

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

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

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

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

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

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

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

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

Format 2 to BHEL Conciliation Scheme, 2018

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

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

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

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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

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

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

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

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

Instructions/Checklist for Vendors :

- 1) Bank Guarantee / BG Extention shall be made strictly as per BHEL's Standard format as available on B2B site.
- 2) **Validity date** must be explicitly mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.
- 3) **Claim Date** must be mentioned in the BG.
- 4) **Confirmation:** As per Corporate and RBI guideline confirmation is required in respect of each BG. Confirmation may be provided by the same issuing branch by the officials higher in rank or from the office mentioned in the BG for confirmation. Thus Vendors must ensure that BG bears the Confirmation office address explicitly.
- 5) **Stamps:** Stamps must be purchased from registered stamp vendor. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.
- 6) **Value of stamp must be as per Stamp act prevailing in the state where the BG is submitted or the state where the BG executed, whichever in higher.**
- 7) **Bank Seal and sign of Bank Employee:** BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. Every BG having value more than 50,000/- must be signed by two authorized signatories of the bank.
- 8) **Place of Invocation must mention on BG.**
- 9) **BGs should not be from the co-operative banks**
- 10) **BGs can be issued through consortium banks only.**
- 11) **Vendors must provide the BG from banks which are already SFMS Compliant. If vendors banks are not SFMS Compliant, a declaration from bank is required.**
- 12) **Email ID, phone no, Fax No of bank must mention on BG.**
- 13) **Extension/Amendment of BG is required on Rs. 1000/- Stamp Paper.**
- 14) **Bank Guarantee for Advance Payment – The BG shall be for 110% of the value of advance.**
- 15) **Cutting / overwriting on the BG shall be properly authenticated under signature and seal of the executing Bank.**
- 16) **Latest Solvency certificate:** Latest Solvency Certificate in original, with **Bank Seal and sign of Bank Employee**, in BHEL's standard format shall be enclosed with Sub Contracting BG.
- 17) **BG documents wherein corrections have been marked may also be enclosed with final corrected BG, where original BG document is being replaced.**
- 18) **Digital signed secured email confirmation required from BG issuing bank.**

LIST OF CONSORITUM BANK

Sl. No.	Name of the bank
1	Axis Bank Ltd.
2	Bank of Baroda
3	Canara Bank
4	Export-Import Bank of India
5	HDFC Bank Limited
6	ICICI Bank Limited
7	IDBI Bank Limited
8	Indian Bank
9	Indian Overseas Bank
10	IndusInd Bank Limited
11	Kotak Mahindra Bank Limited
12	Punjab National Bank
13	RBL Bank Ltd.
14	State Bank of India
15	The Federal Bank Limited
16	The Hongkong and Shanghai Banking Corporation Ltd
17	Union Bank of India
18	Yes Bank Limited

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(Bank Guarantee No.....
Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender

No.....1(Tender Conditions), M/s. having its registered office at **BHEL HOUSE Siri Fort, New Delhi-110049**2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by4.(name of the Employer) through its Unit at...**BHEL BHOPAL**.....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the

.....[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall

be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to6

c) Unless the Bank is served a written claim or demand on or before 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

Notwithstanding clause for BG extention.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____ ⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

 ENQUIRY TWO PART BID BPC 0007 E-TENDER	भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत) सामग्री प्रबंधन विभाग BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA) MATERIALS MANAGEMENT DIVISION			ENQUIRY NO E8053029 ENQUIRY DATE 24/07/25 ENQUIRY DUE DATE 21/08/25
	TIN NO- 23573000001	ECC NO- AAACB4146PXM009	MPCT NO- HEL/05/01/0001/S15/11/79	
	PHONE NO : 91-755-2500100 FAX : 91-755-2500023 www.bhel.com			

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	0	1	0	NA	1	1	1	458952025
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION SUITABLY PACKED.				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		Y	TECHNICAL CONDITION AS PER ATTACHED ANNEXURE				
	SAMPLE		N					
	GATE PASS		Y	INSPECTION CONDITION AT YOUR WORKS BY BHEL				

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

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	AA3022103379	TRANSFORMER LAMINATION CUT TO LENGTH LINE	NO	1.000	0	1	1.000	206	11/10/28

REMARK - PARTIES NOT REGISTERED WITH BHEL SHALL SUBMIT DULY FILLED VENDOR REGISTRATION FORM AVAILABLE ON OUR WEB SITE WWW.BHEL.COM WITH TECHNICAL BID.

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

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

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

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

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

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

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

NAME : SHRI SHYAM SUNDER CHAUDHARY

DESG : MANAGER

0755-2502358

sschaudhary@bhel.in

SIGN & SEAL

SNO	DESCRIPTION FOR BHEL REQUIREMENT	SPECIFIED / TO BE CONFIRMED BY	OFFERED	DEVIATIONS	REMARKS
2.14	Data Processing System (DPS) :- Shall be used for getting interface between the operator and the machine.	VENDOR TO CONFIRM			
2.14.1	DPS shall use Windows software to have user friendly for the operator .	VENDOR TO CONFIRM			
2.14.2	DPS should have all the feature of a PC including hard disk (minimum 40GB) , USB Ports(min 1 No.) etc.	VENDOR TO CONFIRM			
2.14.3	The DPS shall be able to run the line with data put in directly by the operator for job production.	VENDOR TO CONFIRM			
2.14.4	DPS shall be able to programme new cutting and sheet sequence programme for various lamination shapes.	VENDOR TO CONFIRM			
2.14.5	DPS shall be able to give diagnostic / fault messages on screen.	VENDOR TO CONFIRM			
2.14.6	DPS shall be able to give cutting log with data about laminations already produced, machine status & other messages.	VENDOR TO CONFIRM			
2.14.7	DPS shall be able to set machine parameters.	VENDOR TO CONFIRM			
2.15	STACKING PINS :- A Pneumatically operated stacking pin shall be provided for each stacking level. It should be possible to change the stacking pin diameter in the range 10 to 16 mm.	VENDOR TO CONFIRM			

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Agree for Erection Supervising work only

Handwritten signature