



**Bharat Heavy Electricals Limited**  
Industrial Valves Plant  
Goindwal Sahib (Punjab)

**Enquiry No.**  
**2324-023E**

**Date:**  
**01.07.2023**

**NOTICE INVITING TENDER (NIT)**

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. 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 0120-6277787; email: [support-eproc@nic.in](mailto:support-eproc@nic.in). These details are also available on 'Contact Us' page of the portal.

<b>Tender enquiry no. &amp; date</b>	2324-023E dated 01.07.2023
<b>Form of contract</b>	Supply
<b>Tender / Item description</b>	Rate contract for carrying out repair of valve castings (Gouging / Grinding / Welding)
<b>Material standard / Drawings</b>	As per repair procedure
<b>Location(s) of Supply / Work</b>	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
<b>Earnest Money Deposit (EMD)</b>	Not Applicable
<b>Quotation parts</b>	Two Part Bid
<b>Tender download / Bid submission start date</b>	<b>01.07.2023 (15:00 Hrs. IST)</b>
<b>Tender download / Bid submission end date</b>	<b>12.07.2023 (12:00 Hrs. IST)</b>
<b>Tender / Bid opening date</b>	<b>12.07.2023 (15:30 Hrs. IST)</b>
<b>Validity of offer (In days)</b>	45 days from the actual date of techno commercial bid opening(Part I)
<b>Contact person details</b>	Sumeet Bansal, Sr. Manager 01859-224 628, <a href="mailto:sbansal@bhel.in">sbansal@bhel.in</a>  Sahil Malhotra, Manager 01859-224 603, <a href="mailto:sahil@bhel.in">sahil@bhel.in</a>

**PART-I (TECHNO-COMMERCIAL BID)**

(To be filled by bidder &amp; submit with offer as pdf file only)

**Tender Enquiry No. & Date****2324-023E dated 01.07.2023****Tender Description****Rate contract for carrying out repair of valve castings (Gouging / Grinding / Welding)**

Bidder must note following points:

1. This workbook is protected, except for cells where comments / confirmation is to be given by bidder.
2. Bidder is advised not to unprotect / tamper the sheet / alter the terms mentioned in the sheet.
3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection.
4. **Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation. Bidders are adviced to submit duly filled & signed 'PDF' file as techno-commercial (Part-I) bid'. Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and / or submitting incomplete replies may lead to rejection of bidder's quotation.**
5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure / sheet attached to this questionnaire, indicating cross-reference of respective clauses.

**BIDDER's DETAILS**

Sl. no.	Elements	Remarks
1	Bidder's Name / Name of the Firm	
2	Quotation reference no. & date	
3	Contact Person Name / Number / Designation	Name: Contact No: Designation:
4	Email ID (s) - (Can be provided more than one)	
5	Mobile No. (s)	
6	Tel. No. (s)	
7	Fax No.	
8	Registered Address	
9	Address for Correspondence	
10	Bidder Type (Indian / Foreign):	
11	Company's Establishment Year	
12	Name of Owner / Partner's of Firm	
13	GST No.	

**TECHNICAL CONDITION DETAIL**

Sl. no.	Elements	Response	Remarks
1	Technical : Repair of Castings work at BHEL, IVP premises as per tender documents (if selected 'Accepted with deviation', please mention the deviation clearly)	Select from the drop down list	

**COMMERCIAL CONDITIONS & DETAILS**

Sl. no.	Elements	Response	Remarks (if any)
1	IGST supply (%)	Select from drop down list	
2	SGST supply (%)	Select from drop down list	
3	CGST supply (%)	Select from drop down list	
4	Firm Price: The quoted / finalised rates shall be firm till execution of the contract.	Select from the drop down list	
5	Validity: 45 days from techno commercial bid opening. (refer tender terms & conditions)	Select from the drop down list	
6	Delivery period: As per clause no. 05 of special terms & conditions)	Select from the drop down list	
7	Conflict of Interest among Bidders / Agents (Refer clause no. 7 of General Contract conditions (GCC))	Not having Conflict of Interest with other Bidders	
8	LD clause: As per clause no. 14 of special terms & conditions)	Select from the drop down list	
9	Payment term: Refer clause no. 13 of General Contract conditions (GCC))	Select from the drop down list	
10	I have thoroughly gone through the attached tender terms & conditions and understood the above techno-commercial requirements	Select from drop down list	

We further, confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format-Part-II)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)

We hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued (if any). Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum (if any) and minutes of the pre-bid meeting (if any). In the event our offer is found acceptable and Order is placed /Contract is awarded to us, the complete tender document shall be considered for constitution of Order / Contract Agreement.

Validate

Print

Help

BoQ

Tender Inviting Authority: BHEL IVP Goindwal Sahib

Name of Work: Rate contract to carry out Repair of Castings work at BHEL, IVP premises

Contract No: 2324-023E dated 01.07.2023

Name of the  
Bidder/ Bidding  
Firm /  
Company :

## PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. Per unit	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	11	13
1	Material removal by gouging, dressing by grinding, material deposit by carrying welding & then dressing by grinding of valve castings at BHEL premises with all BHEL resources except labor (IBR)	10,000.00	CC		0.00	INR Zero Only
2	Material deposit by carrying out Welding of valve castings & then dressing by grinding at BHEL premises with all BHEL Resources except labor (IBR)	2,000.00	CC		0.00	INR Zero Only
3	Material removal by gouging, dressing by grinding, material deposit by carrying welding & then dressing by grinding of valve castings at BHEL premises with all BHEL resources except labor (Non-IBR)	10,000.00	CC		0.00	INR Zero Only
4	Material deposit by carrying out Welding of valve castings & then dressing by grinding at BHEL premises with all BHEL Resources except labor (Non-IBR)	2,000.00	CC		0.00	INR Zero Only
5	Material removal by grinding in case of excess casting at BHEL premises with all BHEL resources except labor (IBR / Non-IBR)	7,000.00	CC		0.00	INR Zero Only



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## SPECIAL TERMS & CONDITIONS

### BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

**Tender Description:** Rate contract for carrying out repair of valve castings (Gouging / Grinding / Welding)

*This tender is through e-procurement mode. Tender documents can be downloaded from <https://eprocurebhel.co.in>*

<b>Tender enquiry no.</b>	<b>2324-023E</b>
<b>Enquiry date</b>	<b>01.07.2023</b>
<b>Tender Download / Bid Submission Start Date</b>	<b>01.07.2023</b>
<b>Tender Download / Bid Submission End Date</b>	<b>12.07.2023 (12:00 Hrs. IST)</b>
<b>Tender / Bid Opening Date</b>	<b>12.07.2023 (15:30 Hrs. IST)</b>
<b>Quotation Parts</b>	<b>Two-part Bid</b>
<b>Tender evaluation</b>	<b>As per clause 03</b>
<b>Scope of Work</b>	Rate contract for carrying out repair of valve castings (Gouging / Grinding / Welding)
<b>Item Specification</b>	<b>As per attached documents</b>
<b>Validity of offer (In days)</b>	<b>As per clause no. 08</b>
<b>Delivery schedule</b>	<b>As per clause no. 13</b>

### 1. INVITING TENDERS

Sealed tenders in two parts; Part-I (Techno-commercial bid) and Part-II (Price bid) are hereby invited for rate contract for carrying out repair of valve castings (Gouging / Grinding / Welding) as per tender enquiry. The relevant documents are attached with the enquiry.

The two bids should be submitted in separate sealed inner envelopes duly mentioning the detail as follows:

Bid	Bid description	Superscribing envelope on	*** Should contain ***
Part I	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no: <b>2324-023E</b> dated <b>01.07.2023</b> , due date: <b>12.07.2023</b>	<ol style="list-style-type: none"> <li>Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on).</li> <li><b>Un-priced</b> bid as per format attached. <b>All details, i.e. whether quoted for item, duties and taxes etc. should be filled.</b></li> </ol>
Part II	Price Bid	Part-II (Price) bid against tender enquiry no: <b>2324-023E</b> dated	Price bid in the format attached.



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**Tender Description:** Rate contract for carrying out repair of valve castings (Gouging / Grinding / Welding)

		01.07.2023, due date: 12.07.2023	
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Both the sealed envelopes should be put in outer sealed envelope superscribing all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.

### 2. SCOPE OF WORK

Scope of work shall be to carry out repair of steel castings (material grade of A216 Gr. WCB/WCC, A217 WC6/WC9, A351 Gr CF8/CF8M/C12A for pressure class of C150/300/400/500/600) as per description given below. Applicable procedure for repair of castings shall be as per document SIP:VS:17/Rev04 (dated 16.02.2019) is enclosed.

S.No	Description	Nature of Components	Qty	Unit	Delivery reqd
1.	Material removal by gouging, dressing by grinding, material deposit by carrying welding & then dressing by grinding of valve castings at BHEL premises with all BHEL resources except labor	IBR	10000	CC	Within 15 days of PO
2.	Material deposit by carrying out Welding of valve castings & then dressing by grinding at BHEL premises with all BHEL Resources except labor	IBR	2000	CC	
3.	Material removal by gouging, dressing by grinding, material deposit by carrying welding & then dressing by grinding of valve castings at BHEL premises with all BHEL resources except labor	Non-IBR	10000	CC	
4.	Material deposit by carrying out Welding of valve castings & then dressing by grinding at BHEL premises with all BHEL Resources except labor	Non-IBR	2000	CC	
5.	Material removal by grinding in case of excess casting at BHEL premises with all BHEL resources except labor	IBR/Non IBR	7000	CC	

The facility of material handling, electric power, welding source, consumables etc. will be provided by BHEL. All the rework is to be carried out the BHEL premises only and no vendor will be allowed to take the material outside the BHEL premises.

### 3. Evaluation of L1 vendor



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Evaluation shall be for **combined total value of for S.No 1-2** and **combined total value of for S.No 3-5** and contract shall be awarded L1 vendor.

#### 4. **Pre-Qualification terms for participating in the Rate Contract:**

4.1. **For S.No 1 & 2** – For IBR jobs, as per the repair procedure SIP:VS:17/Rev04 (dated 16.02.2019), point 5, welders employed for repair work shall be qualified in accordance with IBR.

*“During the validity of the contract for repair of castings, Labour deployed by vendor for repair of steel castings shall be qualified in accordance with IBR. Vendor shall be required to submit valid IBR certificate valid as on date of part I of tender opening. In case validity has lapsed, vendor to submit undertaking to renew the same and to submit a valid IBR certificate within 15 days of award of contract.”*

**For S.No 3 -5** – For non-IBR jobs, welders employed for repair work must possess minimum ITI qualification in trade of welding. Qualification document is required to be submitted.

4.2. Vendor shall possess a valid PAN and submit same along with the bid.

#### 5. **ISSUE OF CONTRACT & WORK ORDER**

The contract will be issued to vendor after finalization of tender. The work Order will be issued from BHEL to the vendor on time to time basis. Raw materials shall be issued by BHEL against the Work Order. The facility for material movement will be provided by BHEL. The vendor has to start the work within 04 days of receiving the work order and the material at the allocated work area.

#### 6. **ISSUE OF CASTINGS**

All the castings (as per the work order) will be provided to the vendor at the allocated work area with all the resources required to carry out the work however vendor has to co-ordinate for getting material from stores/shop. Vendor shall be required to complete the work as per the schedule requested by BHEL.

#### 7. **INSPECTION**

Inspection of the repaired castings will be done after receipt of inspection request on the rework order itself. Where gauging is involved, stage inspection will be done by BHEL.

#### 8. **Validity of Bid**

Bid shall be valid for 45 days from date of Part I opening.



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#### **9. DELIVERY OF REPAIRED CASTINGS**

All the repaired castings need to be handover to BHEL after the acceptance. All the repaired components need to be submitted to BHEL (from the location from where the material has been issued) along with the Challan and Inspection Report. The original rework order showing the acceptance by BHEL along with 02 copies of Bills for that rework will be submitted to BHEL by the vendor.

#### **10. VALIDITY OF THE CONTRACT**

The contract will be in operation for One year from the date of approval and will be applicable for all work orders released during the currency of the contract. Same can be extended again for one more year on mutual agreement.

#### **11. QUANTITY**

The total quantity for the repair of castings mentioned in enquiry is tentative only. Also tender quantity may vary between different enquiry Sl. Nos. of tender.

#### **12. RECORD MAINTAINACE**

The vendor is required to maintain a record for all the consumables issued to him/her, along with the consumption of consumables for all the rework orders individually which will be certified by BHEL. Along vendor is also required to maintain record of all castings issued to him for rework.

#### **13. DELIVERY SCHEDULE**

Repair may be carried out as per schedule requested by BHEL. **Further any rework order is to be closed maximum within 15 days** and after this period LD will be applicable on that rework order as per "Penalty for Late Delivery" clause of tender.

#### **14. PENALTY FOR LATE DELIVERY**

'Time is the essence of the contract'. Any rework order is to be closed within 15 days. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).



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#### 15. PERFORMANCE MONITORING

The Sub-contractor/s with whom contract is entered into will be evaluated based on the “System for Performance Monitoring & Rating for Vendors”.

Based on performance of the vendor, supplier control checks will be specified from time to time and will be binding on the sub-contractor.

#### 16. CONFIDENTIALITY OF BHEL DRAWINGS/DOCUMENTS

Vendor shall ensure confidentiality of BHEL drawings and documents issued to them and shall not pass on the same to any unauthorized agency/person. Violation of the same shall tantamount to cancellation of the contract of the Sub-contractor.

#### 17. OTHER CONDITIONS

- a) Components shall be welded/repared in accordance to BHEL WPS/BHEL repair procedure.
- b) Vendor will be responsible for fulfillment of all requirements in respect of labor engaged by him including medical (ESI), insurance, provident fund and safety, PPEs
- c) Vendor shall ensure adherence of all statutory requirements in accordance with ISO and OHSAS systems
- d) Only one source shall be kept alive for fulfilling material requirements.
- e) During the currency of Rate Contract, vendor shall be liable to gauge/machine/weld any of the repaired component
- f) In case of any loss that might be caused to BHEL due to lapse on the part of the workers deployed by vendor, such loss shall be compensated by Sub Contractor and in this connection, BHEL has the right to deduct appropriate amount from his bills etc to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies /lapses on the part of personnel deployed by Sub contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action with assigning a valid reason thereof.
- g) All Personnel Protective Equipments/Safety Equipments are to be provided by vendors to its workers deployed for work inside BHEL premises.
- h) In case of death/mishap/physical disability occurred during discharging the duties by Sub Contractor/ workers deployed by vendor inside BHEL premises, the compensation liability solely rests with the vendor.
  - a) The identification and traceability w.r.t. Make / Melt / Heat & Material type of raw material issued to Sub Contractor shall be maintained by him during processing and onward final submitting the components in BHEL Stores. BHEL reserves the right to verify the compositions/mechanical/chemical properties of material at any stage of processing and also of final repaired components submitted in BHEL stores.
  - b) The vendor(s) who have deployed their labor for work within BHEL Premises shall be responsible for compliance of following Labour laws / Acts
    1. Payment of Wages Act 1936.
    2. The Employees Provident Fund and Miscellaneous Provision Act 1952.
    3. The Factory Act 1948.





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4. The Employee State Insurance Act 1948.
5. The Employment of Children's Act 1938.
6. The Minimum Wages Act 1948.
7. Workmen Compensation Act 1923

(Any other Labour laws as applicable will be taken into consideration for compliance of labour laws in this contract.)

**These Special terms & conditions and GCC collectively are the part of tender terms and conditions.**



## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

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## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

### 1. Instruction to Bidder

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

**Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.**

#### 1.1 Instruction to Bidder (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Quotations can also be submitted through e-mail at **tendermm\_ivp@bhel.in**. Offers received in time shall be considered only when offers are complete in all respects. In case of bulky tenders, please handover quotation to Sh. Rakesh Kumar/ SDGM - Head-MM or Sh. Sumeet Bansal / Sr. Manager - MM [Contact: 01859 224 615 / 628]. Bid can be sent to following address:

**BHEL, Industrial Valve Plant,  
#433, Industrial Complex,  
Goindwal Sahib, Distt. Tarn Taran,  
Punjab-143422.**

#### 1.2 Instruction to bidder (In case of E-Procurement)

1. Interested bidders / suppliers shall submit their offer through e-procurement mode at <https://eprocurebhel.co.in/>.
2. **Offers in any other mode will not be accepted.**
3. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <https://eprocurebhel.co.in/>.
4. 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 0120-6277787; email: [support-eproc@nic.in](mailto:support-eproc@nic.in). These details are also available on 'Contact Us' page of the portal.
5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
6. **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. Scope of Supply

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves. Latest applicable revisions of standards/procedures to be referred.





## General Conditions of Contract (GCC) of MM Tenders

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All required tests as called in referred material standard/BHEL/TDC/drawing etc. shall be carried out by vendor at no extra cost. Material Test Certificates (MTC), inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

### 3. Price Basis

1. Order of enquiry item sl. no. shall be maintained in the quotation.
2. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
3. Rates quoted should be FOR BHEL Goindwal basis. The offers quoted on other than FOR Goindwal basis are liable to be rejected.

In case bidder has quoted Ex-works prices, then he/she will be given an opportunity to accept price basis as FOR Goindwal either by accepting delivery as FOR Goindwal in same quoted price or by providing loading factor on his/her quoted ex-works prices to make them FOR prices.

**Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account.**

### 4. Discrepancy in Words And Figures

1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
5. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
6. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

### 5. Evaluation in Case of More Than One L-1 Bidder

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

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

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL Goindwal

Signing Date: 05.04.2023



## 6. Reverse Auction

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.

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.

## 7. 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 authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal.**or**
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.





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### 8. Validity of Offers

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of tender extension, the bid validity shall be considered from the date of tender opening.

### 9. Supplied Material Adjustment

Item/s pending in previous PO has to be billed in previous PO only. Otherwise, BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable that vendor should reconcile the pending PO statement every month/frequently with BHEL. Vendor can also view these details at Portal (<https://trichy.bhel.com/mm/index.jsp>).

### 10. Delivery Schedule

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

### 11. Liquidated Damaged (LD)

- Time is the essence of the contract.
- The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.
- In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.
- Failure to dispatch the materials in the time as per the delivery mentioned in our Purchase Order (PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered order value per week of the delay or part thereof subject to a maximum of 10% of the undelivered order value.
- Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- Indigenous: In case of Ex-works delivery terms, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms, the posting date in GR document shall be reckoned for LD deduction.
- Import: For CFR terms, BL date will be considered for LD calculation.

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

### 12. Acceptance of Material Supplied

- The supply shall strictly as per the specifications in the tender /purchase order.
- Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.
- Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 05.04.2023



material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.

4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL through B2B portal within 15 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.
5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 30 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.
6. After the clearance of the 1st lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 30 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier.

### 13. Payment Terms

1. Payments shall be made to the Seller within the mentioned days (as per below table) from the date of receipt and acceptance of material.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid.

**MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).**

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

2. Documents to be submitted (if applicable)
  - i) Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
  - ii) Transporter copy along with material/consignment.
  - iii) Material Test Certificates (MTC) and
  - iv) Compliance Certificate.
3. GST registration number is to be submitted by qualified vendor as per GST law.
4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
5. **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**





#### 14. Taxes & Duties

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- Vendor declaring such invoice in his GSTR-1 and
- Receipt of goods and Tax invoice by BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal.
- Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Following may please be noted for availing Input Tax Credit (ITC) by BHEL:

- Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
- Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
- If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

#### 15. Liability Under Reverse Charge (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

#### 16. Access to Manufacturing Premises

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

#### 17. Inspection

- The seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.







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2. Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller'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 Seller from his obligations under the contract. No additional charges shall be claimed for such inspections. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
4. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.
5. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.

### 18. Warrantee and Corresponding Repair / Replacement of Goods

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warrantee against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including repair / replenish rejected goods, at the risk & cost of the Seller.

All incidental charges like freight, insurance and customs duty in respect of return of defective items are to vendor's account only. BHEL will inform related invoice, quantity etc. to supplier. Supplier has to give advance intimation / plan (Transporter, Vehicle details) for the lifting of material. Further supplier has to provide requisite documents (such as Credit Note, e-Way Bill etc.) to lift the rejected material. Material should be lifted within one month from date of intimation. After one-month, BHEL will not be responsible for rejected material and BHEL shall have the right to dispose off such rejected material.

The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within one month of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.





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### 19. LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

### 20. Sub-Contract

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

### 21. Risk Purchase

1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.
3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:
  - from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
  - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

### 22. Force Majeure

1. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
2. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 05.04.2023





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3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
4. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### 23. Non-Disclosure Agreement

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. ***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.***

### 24. Clarifications

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

### 25. Preferences for Micro and Small Enterprises (MSEs)

Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018”, or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

Main points which are mentioned in the above orders are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.





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- 3% from within the 25% quantity offered to the MSE's shall be reserved for women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent 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 Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

MSE suppliers can avail the intended benefits only if they submit **Udyam Registration Certificate** along with the offer. No other document shall be considered for availing MSE benefits. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not cleared before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.

*Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.*

## 26. Preference to Make in India

This procurement shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 of Government of India issued by DPIIT and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for purchase preference to make in India shall be adhered.

## 27. Restrictions Under Rule 144(XI) of The General Financial Rules (GFR), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.





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Registration with the competent authority as stipulated in the said order is responsibility of bidder.  
**Bidder has to submit a certificate certifying following along with offer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be Attached]."

### 28. Resolution of Disputes

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 contract/tender 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-X to this GCC.

The Annexure-X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

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 other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.





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Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Tarn Taran, Punjab, India.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Tarn Taran, Punjab, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation 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.

**In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.

### **29. Fraud Prevention Policy**

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://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.

### **30. Preventive Checks to Eliminate Suspected Cartel Formation**

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.







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In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

### 31. Suspension of Business Dealings with Suppliers / Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <https://www.bhel.com/>.

#### INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

##### 31.1. Commitment by BHEL:

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.

##### 31.2. Commitment by Bidder/ Supplier/ Contractor:

31.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

31.2.2. 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.

31.2.3. 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.

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 extant guidelines of the company available on <https://www.bhel.com/> and/or under applicable legal provisions

### 32. General

1. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however,

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 05.04.2023





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- recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
2. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
  3. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
  4. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that these terms and conditions are acceptable.
  5. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
  6. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
  7. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
  8. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender.
  9. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
  10. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors.
  11. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
  12. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free on Road etc. these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.
  13. The bidder has to keep track of any changes by viewing the addendum(s) / Corrigendum(s) issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
  14. Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (<https://supplier.bhel.in/>).
  15. The General Conditions of Contract and the Special Conditions in each enquiry and the resulting purchase order constitute the entire contract between the parties. In case of any discrepancy between the provisions of General Conditions of Contract and Special Conditions of the Tender,

Signature Not Verified

Signed By: RAKESH  
KUMAR  
Location: BHEL, Goindwal  
Signing Date: 05.04.2023







## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

the provisions in Special Conditions of the Tender shall prevail and interpretation of BHEL of such condition/clause will be final and binding on both the parties ..





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

### Annexure-X

#### **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

Signed By: RAKESH  
KUMAR  
Location: BHEL, Goindwal  
Signing Date: 05.04.2023





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

- 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.





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
  - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
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Punjab-143422 (INDIA)

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

Sr. 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	<p>In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator)</p> <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	Travel and transportation and stay at outstation	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	<p>i Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p>	
		As per the extant entitlement of whole time Functional Directors in BHEL.

Signature Not Verified

Signed By: RAKESH KUMAR

Location: BHEL, Goindwal  
Signing Date: 05.04.2023





## General Conditions of Contract (GCC) of MM Tenders

### BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

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.
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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:

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 05.04.2023





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
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Punjab-143422 (INDIA)

- 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.





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

### Appendix-I of Annexure-X

#### **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**







## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

### Appendix-II of Annexure-X

#### 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



**Appendix-III of Annexure-X**

**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.






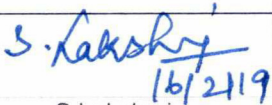

BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI 620 014

## QUALITY ASSURANCE

SIP:VS:17 / Rev.04

Page 1 of 7

# PROCEDURE FOR REPAIR OF STEEL CASTINGS - VALVES

REV.	DATE	PREPARED	REVIEWED	APPROVED
04	16.02.2019	 16/02/19 N.Nagamuthu Pandian	 16/2/19 S.Lakshmi	 16/02/19 Amitroy

## RECORD OF REVISIONS

Rev No	Date	Clause No.	Details of revision
00	01.08.1996	--	This replaces PR:QE:195/00
01	22.06.2006	1.1	Specification A217 C12A added.
		2.2.1	Revised.
		4.2	C12A requirement added
		5.14	ROH & ROC requirements added
		Table-1	Modified and details of Specification A217 C12A added
		Table-2	Added
02	15.07.2011	5.4	Revised
		5.14	Changed to Cl.5.16 and sub clause 5.16.1 to 5.16.4 added. Details on C12A added.
		5.14.2	Changed to Cl.5.15
		Table-1	Note-1 change to Cl.5.16.2
03	06.06.2013	5.16.1	Revised. Ni+Mn content restricted for C12A welding consumable.
04	16.02.2019	1.1, 5.14.2a&b 5.5& 5.16.2 Table-1 5.16.1	Requirements added for ASTM A995 CD3MN Welding electrodes preservation control requirements updated Requirements added for ASTM A217 C12A, ASTM A217 CA15, ASTM A995 CD3MN Welding electrodes trade names updated to current requirements

## 1.0 SCOPE

- 1.1 This procedure details out the requirements for repair of Steel castings used in Valves covering the following specifications.

Carbon steel:	ASTM A 216 WCB & WCC
Alloy steel:	ASTM A217 C5, C12A, WC6, WC9 & CSN 422744.6
Martensetic Stainless steel:	ASTM A 217 CA15
Austenitic Stainless steel:	ASTM A 351 CF3M, CF8, CF8M & CF8C
Austenitic ferritic (duplex) stainless steel	ASTM A995 CD3MN

## 2.0 DEFECTS THAT DO NOT REQUIRE WELD REPAIR

### 2.1 Machinable surfaces

- 2.1.1 Foundry defects other than cracks, shrinkages and cold shuts can be left without weld repair on machinable areas provided that the depth of such defects is less than 75% of the machining allowance provided.
- 2.1.2 After machining, if any sand inclusions or blow holes are found, which are less than 3 mm in size and separated from the adjacent defect by at least 25 mm, they can be left without repair. This should be judiciously decided when defects are noticed on sealing surfaces.

### 2.2 Non-machinable surfaces

- 2.2.1 Foundry defects other than cracks, shrinkages and cold shuts can be dressed smoothly by grinding provided that the depth of such defects is less than 5% of the specified wall thickness with size less than 10 mm, separated from one another by at least 100 mm and maintaining minimum wall thickness at those locations.

## 3.0 DEFECTS THAT REQUIRE WELD REPAIR

- 3.1 All the defects, which are not acceptable as per the respective standards of Visual inspection and NDE excluding those listed in clause 2.0, and defects detected during machining or hydraulic test can be salvaged by sound welding practices, provided that the defects are not extensive and are accessible for repair.

## 4.0 SURFACE PREPARATION

- 4.1 The defective areas shall be identified and marked for repair.
- 4.2 Defects shall be removed by grinding, machining or air arc gouging to obtain a sound base for welding. If air arc gouging is employed, it shall be done with preheating as given in Table 1. The gouged area shall be ground to remove all black spots. Gouging is not permitted for C12A materials. The ground/machined area shall be tested by LPI/MPI to ensure defect removal.
- 4.3 The defective area must be adequately prepared to permit correct manipulation of the electrode.
- 4.4 The area to be welded shall be free from sand, oil, paint, grease etc.

## 5.0 WELDING PROCEDURE

- 5.1 The repair welding shall be done only by IBR approved works.
- 5.2 The procedure used for welding shall be qualified in accordance with ASTM A 488/ASME Section IX.
- 5.3 The welders employed for repair work shall be qualified in accordance with IBR.



- 5.4 The welding consumables and parameters shall be as per the qualified procedures. The recommended welding consumables are given in Table 1. Only BHEL approved brands of Electrodes are to be used. The use of other welding filler material is only allowed after prior agreement with the BHEL.
- 5.5 Before welding, the electrodes shall be baked at 250-300 deg. C for 1 hour for stainless steel and 300-350 deg. C for 1 hour for others and stored at 150 deg. C till use (or) The welding electrodes shall be dried as per electrode manufacturer procedure or vendors/supplier electrode drying written down procedure.
- 5.6 Preheating for welding shall be as given in Table 1.
- 5.7 The welding current should be kept as low as possible consistent with smooth operation and a good wash at the sides.
- 5.8 Wherever possible, the casting should be positioned for down hand welding operation. When extra long welds or several repair positions are involved, it is preferable to stagger the welding operation to distribute the heat and to minimise the distortion.
- 5.9 Welding shall be done using stringer bead technique, with beads not more than 50-75 mm in length.
- 5.10 After completing each layer, the weld surface shall be thoroughly cleaned to ensure complete slag removal before depositing the next layer.
- 5.11 When restriking, the arc should be started ahead of the previous weld run, moved back over the tapered portion and then continued forward.
- 5.12 After completion of welding and during interruptions, the job shall be post heated at temperatures as given in Table 1.
- 5.13 The weld profile shall merge smoothly with the contour of the casting and shall be free from slag, spatter and notches. The weld reinforcement shall be dressed up.
- 5.14 Major Repair:
  - 5.14.1 For CS & AS, A major repair is defined as the repair on castings that have leaked during hydraulic test or where the depth of repair exceeds 20% of the wall thickness of the casting or 25 mm whichever is less or the extent of repair exceeds 65 Sq.cm. All major repaired castings shall be post weld heat treated.
  - 5.14.2a For Austenitic ferritic (duplex) stainless steel, Weld repairs shall be considered major in the case of a casting that has leaked on hydrostatic testing or when the depth of the cavity after preparation for repair exceeds 20 % of the actual wall thickness, or 1 in. [25 mm], whichever is smaller, or when the extent of the cavity exceeds approximately 10 in.2 [65 cm2]. Castings shall be heat treated after major weld repairs.
  - 5.14.2b Post-weld heat treatment shall be in accordance with Heat to 1120 °C minimum with a minimum soaking time as specified in WPS(or 1 hour per inch of the weld thickness if no where specified) to heat casting uniformly to temperature and water quench, or the casting may be furnace cooled to 1010 °C minimum, hold for 15 min minimum and then water quench. A rapid cool by other means may be employed in lieu of water quench. Rate of heating shall be as per Table-2
- 5.15 After welding, post weld heat treatment shall be done at temperatures indicated in Table-1, with a minimum soaking time as specified in WPS (or 1 hour per inch of the weld thickness if no where specified) and cooled in furnace up to 400 deg. C. Rate of heating and cooling shall be as per Table-2

- 5.16 Weld repair in P15E Group-1 (C12A) material to be done only after approval by BHEL. All repaired C12A castings to be Post weld heat treated irrespective of depth or size of repair.

- 5.16.1 The welding consumables shall be in accordance to the WPS. The available welding electrode brand names are :

CM-95B91 (KOBELCO)

CROMOTHERME-91 (D& H Secheron)

In addition, the sum of the Ni+Mn content, in all welding consumables used to weld repair C12A castings, shall not exceed 1.0%.

- 5.16.2 Preheat shall be maintained for till welding is completed. Interpass temperature shall be limited to 350 deg.C. After welding, the outside surface temperature of weld joint shall be dropped to below 90 deg.C and hold it for 1 hour before commencement of PWHT. Do PWHT within 8 hours or Hydrogen Baking immediately as per table 2. If hydrogen baking is performed then PWHT shall be taken up within 72 hours. Heating and cooling rates for PWHT shall be as Table-2, but shall not exceed 140 deg.C/ hour and controlled cooling shall be done up to 350 deg. C.

- 5.16.3 Total holding time of all heat treatment performed (tempering and stress relieving) after normalizing shall not exceed 40 hrs at  $\geq 730^{\circ}\text{C}$ . If many heating cycles are necessary, the temperature before last heating can be reduced to  $730^{\circ}\text{C}$ .

- 5.16.4 On each casting, weld hardness shall be checked random wise and documented accordingly. Values of max 350 HV10 are allowed.

## 6.0 NON DESTRUCTIVE EXAMINATION

- 6.1 For minor defect, after completion of welding, the repair weld shall be tested by LPI/MPI.

- 6.2 For major defect, the repaired area shall be re-examined by the NDE method which originally disclosed the defect. MT/PT shall be performed after PWHT if performed as above. Weld repairs made as a result of RT shall be RT tested after welding. The acceptance standards for porosity and slag inclusion shall be as per UW-51 of ASME Section VIII Division 1.

## 7.0 SURFACE TREATMENT AFTER WELDING

- 7.1 Austenitic stainless steel castings (A 351 CF3M, CF8, CF8C & CF8M) shall be acid pickled and passivated after welding as per the following procedure.

### 7.1.1 Pickling

- 7.1.1.1 Pickling shall be done by immersing the castings in the pickling solution, which consists of Nitric acid 15-20% by volume, Hydrofluoric acid 2-5% by volume and the rest water, for 2 hours. The pickling tank shall be of stainless steel material. After pickling, the entire surface shall be bright. If any black patches are present, they shall be scrubbed using stainless steel wire brushes and the effectiveness of pickling shall be checked.

- 7.1.1.2 After pickling, the castings shall be rinsed in running service water having chloride content not exceeding 25 PPM. The rinsing shall be continued until there is no sign of free acid left when tested with Methyl orange indicator.

### 7.1.2 Passivation

- 7.1.2.1 Passivation shall be done by immersing the castings in the passivation bath, which consists of Nitric acid 15-20% by volume and the rest demineralised water, for 3 hours. The passivation tank shall be of stainless material.

- 7.1.2.2 After passivation, the castings shall be rinsed in running service water having chloride



content not exceeding 25 PPM. The rinsing shall be continued until there is no sign of free acid left when tested with Methyl orange indicator.

7.1.2.3 The satisfactory passivity of the surface shall be checked using stainless steel passivity test kit.

7.1.2.4 After satisfactory completion of this test, the castings shall be again rinsed in demineralised water having chloride content not exceeding 0.5 PPM and specific conductivity not exceeding 10 micro mhos. The rinsings shall be checked for chloride with 1% Silver nitride, which shall not exceed 0.5 PPM.

## 8.0 DOCUMENTATION

8.1 The details of repair work carried out shall be documented and correlated to welder and NDE reports.

**Table - 1**

### Welding procedure for repair of steel castings

Casting Material	Electrode Specification	Minimum Preheat in ° C	Minimum Post heat Temperature in ° C	PWHT Temperature in ° C
A 216 WCB, A 216 WCC	E 7018 - A1	150	150 for 2 hours	595 to 625
A 217 WC6	E 8018 B2	220	220 for 2 hours	650 to 680
A 217 WC9, A 217 C5, CSN 422744	E 9018 B3	220	220 for 2 hours	675 to 705
A 217 C12A	E 9015 B9	220	220-280 for 2 hrs Hydrogen Baking: 260-400° C for 2 hours	750 to 770
A 217 CA15	E 410	220	220 for 2 hours	595-615
A 351 CF3M, A 351 CF8M	E 316	Nil	Nil	Nil
A 351 CF8	E 308/E 347	Nil	Nil	Nil
A 351 CF8C	E347	Nil	Nil	Nil
A995 CD3MN	E2209	Nil	Nil	Refer 5.14.2b



**Table – 2**

Rate of heating / cooling shall be as below unless otherwise specified. Cooling shall be in furnace up to 400 deg. C and further in Air.

Thickness of Material	Maximum Rate of Heating & Cooling above 400 deg. C (For A217 C12A it shall be 350 deg.C)
Up to 25mm	220°C/Hr (140°C/Hr max for A217 C12A)
Over 25 - 50mm	110°C/Hr
Over 50 - 75mm	75°C/Hr
Over 75mm	55°C/Hr

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