

M/S. OPEN TENDER**DUE DATE****29-04-2023**

BHEL

HARIDWAR249403

Vendor Code**00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	ZWA030401011 CNC GANTRY MILLING MACHINE AS PER ENCLOSED SPECIFICATIONS NO DPT-0011 SIZE: - DIM.: -	1	NO	1	1 25/03/24

*** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

1. E&C TIME PERIOD SHALL BE 90 DAYS FROM THE FIRST INTIMATION BY BHEL.
2. ITC WILL BE APPLICABLE.
3. GUARANTEE PERIOD IS TWO YEARS AFTER DATE OF SUCCESSFUL COMMISSIONING.
4. E & C CHARGES AS 5.0 % OF EQUIPEMENT COST MAY BE CONSIDERED.
5. VENDOR MUST REPLY AGAINST THE EACH POINTS OF TENDER TECHNICAL SPECIFICATION.
6. VENDOR SHALL INFORM BHEL AT LEAST 45 DAYS BEFORE THE DATE OF PDI.
7. HSN CODE OF THE ITEM IS 84594100.
8. DETAILED TERMS AND CONDITIONS ARE ATTACHED.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP

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against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

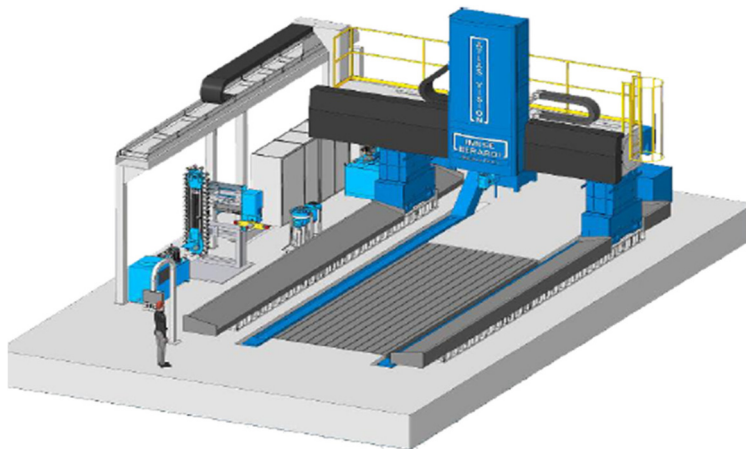
Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India),

Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

DHARMINDER KISHORE
ADDL. G.M.

PICTURES OF CNC GANTRY MILLING MACHINE



Tender Enquiry No. 2748/C/6580/2022/2417/T2 for CNC Gantry Milling Machine-01 No.

BHARAT HEAVY ELECTRICALS LIMITED

HEEP: HARDWAR-249 403 (UA)

Fax : +91 1334-226462, Phone : +911334-281961 ; Mobile : +91 9997459201

E-mail: ashishkumar.keshari@bhel.in

No. Cap/GTE/2023-24

Date: 27 -March-2023

Subject: Tender as detailed below:

GLOBAL TENDER ENQUIRY

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	2748/C/6580/2022/2417/T2	CNC GANTRY MILLING MACHINE	01	29-April -2023; 01:45 PM	29-April-2023 02:00 PM

- Technical specifications enclosed.
- Test Certificate required.
- Operation and Maintenance Manual Required.
- GST Input Tax credit available.
- User Manuals required for all equipment along with drawings as applicable.
- Guarantee certificate is required for two years after successful commissioning.
- Pre-dispatch inspection is required & vendor shall inform to BHEL at least 45 days before the date of pre-dispatch inspection.
- Early Delivery is Acceptable.
- Recommended Spares are required.
- Erection & Commissioning is required at BHEL Haridwar.
- Erection & Commissioning charges are 5 % of equipment cost.
- Erection & Commissioning time period shall be 90 days from the date of first intimation given by BHEL Haridwar.
- Drawings are enclosed along with this tender document.
- Participating bidders are requested to reply against each and every point of Technical Specification, PQR and Commercial terms and conditions.
- Wherever Service charges like Supervision, Inspection, etc. consequent or incidental to supply are envisaged in tender, such charges should not exceed 2% of the total contract value. It is recommended that such charges be sought on per visit/per day basis, and the evaluation of the tender is to be done including the cost of the service charges.

PLEASE NOTE THAT DRAWINGS AND SKETCHES AS REFERRED IN THE TECHNICAL SPECIFICATIONS SHALL BE FURNISHED ONLY AFTER SIGNED AND STAMPED NON-DISCLOSURE DOCUMENTS (ANNEXURE-VII) IS RECEIVED FROM THE VENDOR.

For & ON BEHALF OF BHEL, HARDWAR /AGM (Capital Purchase)

Tender Enquiry No. 2748/C/6580/2022/2417/T2 for CNC Gantry Milling Machine-01 No.

BHARAT HEAVY ELECTRICALS LIMITED

HEEP: HARDWAR-249 403 (UA)

Fax : +91 1334-226462, Phone : +911334-281961 ; Mobile : +91 9997459201

E-mail: ashishkumar.keshari@bhel.in

No. Cap/GTE/2023-24

Date: 27 -March-2023

M/s

Sub: Global Tender Enquiry No. 2748/C/6580/2022/2417/T2

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and "Instruction to Bidders", in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	CNC GANTRY MILLING MACHINE	01	25-03-2024	Rs. 2,00,000.00

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

PREFERENCE TO MAKE IN INDIA

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this Tender Enquiry but before finalization of contract/ PO/ WO against this tender enquiry.

As per clause 3(b) of Make in India circular 04-06-2020, Class-I Local supplier and Class –II local supplier and Non-Local suppliers shall also be eligible to bid in this tender as this case is a Global Tender case.

EMD (EARNEST MONEY DEPOSIT):

PLEASE SUBMIT DRAFT FOR EMD (drawn in favor of BHEL Hardwar) IN PART- I BID. This Part–I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

BHEL Bank Details for e-remittances of EMD by bidders:

ACCOUNT HOLDER NAME: BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR
STATE BANK OF INDIA
RANIPUR BRANCH,
OPP: BHEL MAIN GATE,
SECTOR-5, RANIPUR,
HARIDWAR, UTTRAKHAND, INDIA
PIN CODE: 249403

SWIFT NO : SBININBB225
CC ACCOUNT NO : 10667995458
IFSC CODE : SBIN0000586

Tender Enquiry No. 2748/C/6580/2022/2417/T2 for CNC Gantry Milling Machine-01 No.

- After tender opening (Part –I), if it is found that **If the bidder has not submitted the requisite EMD (if applicable) and bidders has claimed to be an MSE vendor but no supporting documents have been submitted in this regard. Both the cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**
- Micro and Small Enterprises (**Registered under UDYAM or SSI, NSIC, KHADI BOARD, DIC, etc., however Annual certificate from practicing CA certifying that the investment in plant and machinery of the supplier is within the permissible limit as per ACT to be submitted**) are exempted from the submission of EMD.
- **Central/State-Public Sector Units/ Government Departments are exempted from submission of EMD subject to approval by BHEL Management.**
- **MSE** Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyam or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.**

****BENEFITS OF MSEs ARE TO BE GIVEN FOR MANUFACTURING ENTERPRISES ONLY AS PER MSE CIRCULAR DATED 09.02.2017.**

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honour the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance and Submission of CEBG as per tender condition.

EMD shall not carry any interest.

KINDLY READ “INSTRUCTION TO BIDDERS” **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

For & ON BEHALF OF BHEL, HARDWAR / AGM (Capital Purchase)

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

- a) Part-I (Envelope I) :
 - 1. EMD
 - 2. Pre-Qualifying Requirement (PQR)
 - 3. Techno-Commercial Bid.
- b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor / retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required.

Unsigned bids shall be ignored.

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure I**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
- vii) Copy of price Bid (without prices).
- viii) Any additional documents (please specify).

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**

Tender Enquiry No. 2748/C/6580/2022/2417/T2 for CNC Gantry Milling Machine-01 No.

- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note:

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed: -

- a) 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.
- b) 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
- c) 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.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

e) Foreign Suppliers:

As per GISTC annexed with this tender.

Clause 2.0 – Tender Opening:

- a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre-Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II : Part II bid (Envelop-II) comprising Price Bid.

- b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in Part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in Part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required).

Note:

After tender opening (Part-I), if it is found that:

- The bidder has not submitted the requisite EMD (If applicable)
- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause No. 3:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 4: Conflict of interest among Bidders/Agents

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

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

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

NOTE: PLEASE VISIT OUR SITE WWW.BHELHWR.CO.IN FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISCTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS. PLEASE NOTE THAT TERMS AND CONDITIONS NOT SPECIFICALLY MENTIONED IN THIS TENDER DOCUMENT SHALL BE REFERRED FROM GISTC.

**For & on behalf of BHEL, Hardwar.
AGM (Capital Purchase)**

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

S. N.	Terms	Description	Your confirmation
1	Confirmation to General Instructions and standard terms & conditions:	<p>Please confirm each clause of following documents: -</p> <ol style="list-style-type: none"> General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC Version June-2021, Rev: 06): Additional terms & conditions of tender enquiry. <p>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.</p>	
2	Submission of Offer & Documents Checklist:	<p><u>Superscription on envelopes:</u></p> <p>The following shall be super scribed on the envelopes: Kindly confirm that the following documents have been submitted along with your offer:</p> <p><u>PART-I</u></p> <ol style="list-style-type: none"> TENDER NO. AND ITEMS DESCRIPTION DUE DATE FOR OPENING. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD PRE- QUALIFYING REQUIREMENT (PQR) TECHNO-COMMERCIAL BID Un-Price Bid Copy with mentioning only Taxes and Duties (NO PRICE TO BE MENTIONED IN UN-PRICE BID COPY) <p><u>PART-II</u></p> <ol style="list-style-type: none"> TENDER NO. AND ITEMS DESCRIPTION DUE DATE FOR OPENING OF PART-I PRICE BID <p><u>Clause 2.1:</u></p> <p>The Part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:</p> <p>“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- ----- DUE ON -----CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:</p> <p>To,</p> <p>Tender Room, 4th Floor, Main Administrative Building, Heavy Electrical Equipment Plant, BHEL, Ranipur Hardwar- 249403, Uttrakhand.</p> <p><u>Clause 2.2:</u></p> <p>Envelopes not marked as above are liable to be ignored and will not be opened.</p>	

		<p>1. Any other document as specified in “Instructions to Bidders”.</p> <p>2. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.</p>	
3	Schedule of Technical Deviation and Schedule of Commercial Deviation.	<p>Schedule of Commercial Deviation and Schedule of Technical Deviation has been annexed along with this tender enquiry. All the Bidders are directed to mention any commercial or Technical deviation in Schedule of Commercial Deviation and Schedule of Technical Deviation only. If any deviation mentioned anywhere other than the Schedule of Commercial Deviation and Schedule of Technical Deviation, then that shall be ignored and It shall be assumed that participating bidder has no deviation against this tender.</p> <p>Please note that as per BHEL’s Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.</p>	
4	Validity:	<p>Confirm that your offer shall be valid for 180 days from the date of tender opening.</p> <p>BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.</p>	
5	Evaluation criterion:	<p>The evaluation of tender shall be on the basis of “Total Landed cost at Destination” including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes rates on ex-works basis such offers will be loaded by 1.5% of ex-works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.</p> <p>Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.</p> <p>Final evaluation currency for this Tender shall be IN INDIAN RUPEES (INR) for all the participating bidders.</p> <p>For Cost evaluation purpose only the date of Part-1 Opening shall be considered.</p>	
6	Bank Charges:	Kindly Confirm that Bank Charges shall be either side.	
7	Insurance:	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.	
8	Technical Requirements:	<p>Kindly quote your valuable offer as per Technical Specification of CNC GANTRY MILLING MACHINE – 01 No. (enclosed with enquiry).</p> <p>Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.</p>	
9	Payment Terms:	Payment for 80 % of Total PO value shall be released within 45 days from the date of receipt of material at BHEL, Haridwar and Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL Haridwar and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.	

		<p>Total Erection & commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment term mentioned above.</p> <p>For Indian Vendors, Payment of GST will be made after submission of signed and stamped GST certificate, enclosed and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p> <p>Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Acceptance Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p>Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy/"GISTC Rev 06".</p> <p>Loading of any deviation in the payment terms will be done @ Base rate of SBI(as applicable on 31st March of preceding year from tender due date) + 6% (per annum) of basic cost of the items.</p>	
10	PBG terms	<p>Performance Bank Guarantee (PBG) valid for 30 days beyond the guaranty period (for 25 months from the date) of successful commissioning of material at BHEL, HEEP Haridwar) by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.</p> <p>Note: In case of foreign vendors if some indigenous supply is involved then PBG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p> <p>The PBG should be in BHEL's PBG format and should be from one of the Indian branches of BHEL consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The PBG confirmation charges shall be borne by vendor. The Performa of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website www.hwr.bhel.com.</p> <p>This should be read and complied in conjunction with Bank Guarantee clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)</p> <p>Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regard will be entertained.</p>	

		Please note that claim date shall be one months beyond the expiry of the guarantee period so PBG shall be required for 25 months in this case.	
11	Contract Execution Bank Guarantee (CEBG):	<p>The successful vendor shall have to furnish a Contract Execution Bank Guarantee(CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.</p> <p>CEBG shall be kept valid until 30 days after the date of issuance of Final E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.</p> <p>If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p> <p>Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.</p> <p>Note: In case of foreign vendors if some indigenous supply is involved then Contract Execution Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>	
12	CURRENCY OF PAYMENT	<p>Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc.</p> <p>For indigenous supply the currency shall be Indian Rupees.</p>	
13	CHARGES FOR SERVICES AT BHEL HARIDWAR	<p>Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc.</p> <p>For Indian Suppliers: It should be quoted in Rupees.</p> <p>These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning.</p> <p>Total commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of</p> <p><u>'ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR'</u> above.</p> <p>The estimated percentage of erection & commissioning value is: <u>5 % of machine cost.</u></p>	
14	TAXES:	<p>For Foreign Vendors: Foreign Supply – No Taxes. Foreign Services: TDS shall be applicable.</p> <p>For Indian Vendors: GST shall be payable with documentary proofs. TDS – Payment of TDS shall be recovered as applicable.</p>	

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		<p>All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p> <p>Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p>	
15	ORDER ACCEPTANCE	Order acceptance (ink-signed) must be submitted within 07 days from the date of PO. If Purchase Order acceptance is not received within 07 days from the date of PO, then it shall be deemed accepted after 07 days from the date of PO.	
16	Submission of Bank Guarantee	All bank guarantees like Contract Execution Bank Guarantee and performance bank guarantee should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL (Annexure-III) and the bank guarantees should be in the format as prescribed by BHEL (Annexure-IV). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.	
17	Time Period for Supply and Commissioning of equipment	<p>Activity Schedule has been incorporated in along with this Tender and all the participating bidders are directed to fill the activity schedule with realistic time in weeks for the activities mentioned in activities schedule.</p> <p>Time period to be taken by BHEL has already been mentioned in the activity schedule. Time period of E&C shall be 90 days from the date of start first intimation given by BHEL Haridwar, but if any vendor wants to quote less time than 90 days, then vendor can mention that time period in activity schedule else time period of 90 days shall be considered by default for this tender. LD shall be governed by the Activity Schedule.</p>	
18	Liquidated Damages Clause	<p>For the purpose of Liquidated Damages for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p> <p>Liquidated Damages on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&C'.</p> <p>The rate of Liquidated Damages for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).</p> <p>The rate of Liquidated Damages for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).</p> <p>Maximum Liquidated Damages for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).</p> <p>In case PO includes more than one machine, the Liquidated Damages shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.</p> <p>Loading on account of non-acceptance of Liquidated Damages for delayed Supply and/or E&C shall be as under:</p> <p>In case any bidder is not accepting the above Liquidated Damages for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p>	

		<p>In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</p> <p>Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.</p> <p>For calculating Late Delivery Liquidated Damages delivery date shall be considered as per following:</p> <p>1. Indigenous Suppliers: a. Delivery Ex-works: - Date of GR /LR b. Delivery FOR Transporter Godown: - Date of GR/LR c. Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank).</p> <p>2. Import Supply: a. Delivery FOB / FCA port of discharge: - Date of BL/AWB b. Delivery CPT port of destination:- Date of AWB</p>	
19	Delivery basis	<ul style="list-style-type: none">• For Import: (A) SEA CONSIGNMENTS: Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) CFR Landing Port. (B) AIR CONSIGNMENTS: Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport. (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.)• For Indigenous: Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.) <p>However, loading shall be done as per GISTC Rev 06.</p>	

20	Settlement of Disputes	<p>If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.</p> <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both the parties.</p> <p>The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.</p> <p>For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</p> <p>Conciliation Clause: Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure-D) will be applicable against this enquiry. Kindly confirm.</p> <p>Arbitration Clause: In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.</p>	
21	Drawing / data approval: (If applicable)	Any drawing / data approval, if required, from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
22	Drawing / design / information use (if applicable):	The vendor to confirm that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
23	Authorization for pre-inspection (If applicable):	<p>BHEL is authorized to pre-inspect the material at vendor's works as per the enclosed technical specifications. The material will be dispatched only after getting clearance from BHEL.</p> <p>Vendor should give PDI call at least 45 days in advance. For foreign suppliers, PDI call should reach BHEL at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension.</p> <p>Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.</p>	
24	Attending to any complaint during guarantee period	Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during guarantee period within 6 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	

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25	Contact Details	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
26	Import Supply	a. Phyto-sanitary Certificate essential for packages (Wooden). b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
27	Validity	Validity of the offer should be 180 days from tender opening date.	
28	Bank Charges	Bank Charges on either side. Or your prices will be loaded suitably.	
29	Participation in Reverse Auction	"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www. https://www.bhel.com/guidelines-reverse-auction-2021) for this tender. RA shall be conducted among the techno- commercially qualified bidders (Guidelines for Reverse Auction – 2021 Doc. No. AA: SSP: RA:05 Dated: 08.03.2021 Page 2 of 5). 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.	
30	Beneficiary of PO	Please confirm the beneficiary of PO along with the complete address.	
31	Foreign Suppliers	Dispatching port & Country to be mentioned essentially.	
32	Risk Purchase Clause	In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL. Vendor to refer and comply GISTC for details of this clause.	
33	Force Majeure Clause	a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
34	War Like Situation	If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	

35	Signing of Integrity Pact (IP)	<p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender (as Annexure-VIII) is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Details of IEM for this tender is furnished below: Name: Following IEMs have been appointed by BHEL for a period of three years:</p> <ol style="list-style-type: none"> 1. Shri Otem Dai, IAS (Retd.) Email Id - iem1@bhel.in 2. Shri Bishwamitra Pandey, IRAS (Retd.) Email Id - iem2@bhel.in 3. Shri Mukesh Mittal, IRS (Retd.) Email Id - iem3@bhel.in <p>(b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>Note: <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.</i> For all clarifications/ issues related to the tender, please contact:</p> <p>Name: Ashish Keshari, Manager Deptt: Purchase Capital Address: 4th Floor, Main Administrative Building, BHEL HEPP, Ranipur, Haridwar, Uttarakhand-249403 Phone: +91-1334-281961; +91 9997459201. Email: ashishkumar.keshari@bhel.in Fax:01334 -226462</p> <p>The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL will form a part of Purchase order / contract.</p>	
36	Details to be furnished by bidder	<ol style="list-style-type: none"> i) Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer. ii) Kindly furnish your GST registration number, State Code and Name of the State of both the agency who will raise invoice & from where goods will be dispatched. iii) The bidder shall clearly indicate HSN (<i>Harmonised System Nomenclature</i>) / SAC (<i>Service Accounting Code</i>), and its description. iv) Kindly furnish the rate of GST applicable on your item against subject tender enquiry. 	
37	Taxes & duties	<p>Details of applicable taxes & duties are to be mentioned as per GISTC Rev. 06 (Enclosed).</p> <ol style="list-style-type: none"> a) GST Registration Number b) Address of Principal place of Business c) Type of Business 	

		<p>d) HSN Code, its description & rate of applicable GST for the offered material</p> <p>e) Whether registered under Composite scheme of GST (Y/N).</p> <p>It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.</p> <p>Please submit your GST registration certificate.</p> <p>Note: TDS as per Statutory guidelines will be deducted at source.</p> <p>Kindly submit your offer accordingly.</p>	
38	GST Rate	<p>1) Rate of GST applicable on Equipment Cost.</p> <p>2) Rate of GST applicable on E&C Charges</p>	
39	Origin of quotation	<p>a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.</p> <p>b) An agent cannot quote on behalf of more than one principal in the same tender enquiry.</p> <p>Please refer clause no. 2 of GISTC Rev. 06 and quote offer accordingly.</p>	
40	Purchase Preference for (Make in India)	<p>For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier / Non local supplier and purchase preference to class –I local supplier, is as defined in public procurement (preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.</p>	
41	Training to customer	<p>As per Clause no-29.0 of Technical Specification. Kindly confirm and quote accordingly.</p> <p>Kindly confirm that Lump sum training charges (inclusive of all and irrespective of no. of Man days, visits, Fooding, Boarding, (To & fro) Travelling, accommodations, Lodging, Visa...etc.) have been quoted separately in your offer.</p>	
42	Guarantee Clause:	Kindly confirm that Guarantee shall be offered for a period of 24 months after date of successful commissioning.	
43	Cost of Withdrawal:	<ol style="list-style-type: none"> 1. Cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only. 2. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the format for cost of withdrawal only. 3. Any deviation not mentioned in the format for cost of withdrawal and shown separately or found hidden in offer, will not be taken cognizance of. 4. Bidder shall submit duly filled unpriced copy of in the format for cost of withdrawal indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT. 5. Bidder shall furnish price copy of the format for cost of withdrawal along with price bid. 6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser. 	

		<p>7. Bidders to note that any deviation (technical/commercial) not listed in the format for cost of withdrawal and asked after Part-I opening shall not be considered.</p> <p>8. For deviations w.r.t. Credit Period, Liquidated damages if a bidder chooses not to give any cost of withdrawal of deviation loading as per GISTC, will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.</p> <p>9. Any deviation mentioned in priced copy of the format for cost of withdrawal, but not mentioned in the un-priced copy, shall not be considered.</p> <p>10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of the format for cost of withdrawal.</p> <p>11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.</p> <p>12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.</p> <p>13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.</p>	
44	Submission of offer:	All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid & PQR” (Part-1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
45	General Terms:	Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.	
		Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.	
		Confirm that prices will remain firm and fixed during the entire validity and execution of the project.	
46	Delivery Period	Kindly quote the delivery period in no. of weeks from the date of issue of purchase order in Activity Schedule.	
47	Non-Disclosure Agreement	<p>Global Tender enquiry for CNC GANTRY MILLING MACHINE is being floated through traditional mode i.e hard copy. BHEL Haridwar has internal drawings for this tender enquiry along with Technical Specifications and PQR which shall be required by the participating bidders for better understanding about the requirement of CNC GANTRY MILLING MACHINE before quoting the tender.</p> <p>BHEL Haridwar has uploaded Technical Specifications, PQR, Photos of CNC GANTRY MILLING MACHINE, Non-Disclosure Agreement Copy on www.hwr.bhel.com and www.bhel.com . As drawings are highly confidential so considering this, drawings will be shared to bidders only after furnishing Non-disclosure agreement (NDA) from respective bidders to BHEL.</p> <p>Whoever bidder desired to participate in the tender enquiry of CNC GANTRY MILLING MACHINE, and wanted to get the drawings. it is mandatory for each participating bidder to send the singed and stamped copy of Non-Disclosure Agreement (two sets in original) to the address – Ashish Keshari, Manager, Purchase Capital, BHEL, HEPP, Ranipur, Haridwar-</p>	

		249403, Uttarakhand and scanned copy of same to the email address ashishkumar.keshari@bhel.in	
48	Action against Bidders / vendor / supplier / contractor in case of default:	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”</p>	
49	SPECIAL TERMS -1	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.	
50	SPECIAL TERMS -2	The Bidders has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.	
51	SPECIAL TERMS -3	<ol style="list-style-type: none"> 1) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier’s account. 2) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder. 3) Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer. 4) Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer. 	
52	SPECIAL TERMS -4	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
53	Interest on EMD & Security deposits	It may please be noted that no interest shall be payable upon the earnest money and security deposit on amount payable to the contractor/bidder under the contract.	

Note: This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry.

Signature of supplier with Seal

ANNEXURE-IIPRICE SCHEDULEFor import supply

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
CNC GANTRY MILLING MACHINE		01	
Total Item price (including Essential Toolings / Consumables, Spares, Training of BHEL Engineers as per clause 15 of technical specifications, Packing & Forwarding charges) on (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total CFR / CPT cost =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar			

For indigenous supply

Description	Unit of Measu rement	Total Qty (No.)	Unit Price (in Indian rupees)	Total Price (in Indian rupees)
CNC GANTRY MILLING MACHINE AS PER ENCLOSED SPECIFICATION	01 No.	01 No.		
Total Item price (including Essential Tooling's / Consumables, Spares, Training of BHEL Engineers as per clause 15 of technical specifications, Packing & Forwarding charges) on (F.O.R Haridwar)				
GST on total supply value (mention applicable rate of GST)				
Total supply cost at BHEL Haridwar =				
** Total commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar				
GST on commissioning charges (mention applicable rate of GST)				

Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.

****Price break-up shall be furnished by bidder as per Technical Specification.**

“ALL BIDDERS ARE REQUESTED TO QUOTE IN FIGURES” WITH CORRESPONDING “WORDS”.

NOTE:

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Per day per person rates against each category of training at vendor's work must be mentioned separately in Technical Specification.
- c) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.
- d) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - i) Unit prices for variable items.
 - ii) Prices for any other OPTIONAL items.
- f) Transit insurance shall be arranged by BHEL.
- g) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- h) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- i) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- j) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- k) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- l) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- m) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- n) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- o) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.

Tender Enquiry No. 2748/C/6580/2022/2417/T2 for CNC Gantry Milling Machine-01 No.

- p) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- q) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE: Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.
- r) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.
- s) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.
1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days' notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelope. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled-for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :
Signature :
Name :
Designation :
Department :
M/s

- * Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank



ANNEXURE-IV

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort New Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'The said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between -----and ----- for (hereinafter called 'The said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'The Bank') at the request _____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of the Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter.
5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

Please note that claim date shall be 30 days beyond the expiry of the guarantee period so PBG shall be required for 25 months in this case.

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

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

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

B. Performance of supplies to BHEL:

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

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

Note:

1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
2. Reasons for delay to be explained in details.
3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

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The performance of the vendors and meeting commitments is of utmost importance. In order to keep this in focus during evaluation / finalization of tenders, Bidder shall be asked to furnish specific details of company performance

(1. Capacity details; 2. Performance of supplies to BHEL).

(A. **Capacity details in Part (A)** are about the Manufacturing Capacity (Major Machine: category-wise & number-wise), No. of Machines supplied during last 5 years, Outstanding Order Book position, Liquidation Plan of all machines including BHEL machines under consideration for ordering. Wherever possible, efforts are to be made to contact some of the references of past supplies given.

(B. **The Performance details of supplies to BHEL will be sought in Part (B)** for the POs placed by BHEL which can be verified; hence submission of these information by vendors is mandatory. BHEL will reserve the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

Immediately after opening of Techno Commercial Bid, the BHEL Haridwar Indenting Unit shall get the past performance details with BHEL verified from concerned Units as a second check.

The tender Technical Committee at BHEL Haridwar Unit shall make use of the information on past performance of the bidders during technical evaluation of the offers.

If Delivery Index of any bidder is >0.20, then his offer shall be liable for rejection. However, offer of bidder with Delivery Index >0.20 can also be accepted for further evaluation on exception basis with justified recorded reasons with approval of Unit Head & provided the bidder fulfils the requirement of proven experience of supplying similar machines & have adequate available capacity to meet BHEL tender requirement.

The actual / likely Supply and E&C period vis-à-vis scheduled Supply and E&C period (delay for reasons attributable to vendor only to be considered) shall be considered for all the machines against the POs placed by BHEL during last 5 years (limited to 5 latest executed POs) and all POs overdue for Supply and/or E&C.

For purpose of calculation of Delivery Index in case of overdue POs, the delay period for Supply and/or E&C will be reckoned from the date of bid opening of the tender under evaluation. In case of two-part bid, part-I (i.e. Techno-Commercial Bid) shall be considered as date of bid opening.

Early Supply and/or E&C vis-à-vis scheduled dates will not be entitled for any consideration for calculation of Delivery Index.

Delay in E&C shall be applicable only in such cases where E&C period has been mentioned in the PO.

In case a PO includes more than one machine, then all the machines of the PO shall be considered for calculation of Delivery Index.

The details of bidder who has been disqualified based on the delivery performance with BHEL Units should be shared by Purchase Department of indenting Unit with all sister Units under intimation to CMT&IP. CMT&IP shall host the details on website of CMT&IP department.

Illustration for calculation of Delivery Index:

$$\text{Delivery Index} = \sum_{i=1}^n \frac{(\Delta X_i + \Delta Y_i)}{(X_i + Y_i)} \Bigg/ n$$

i = No. of Machines; Where, i= 1..... to n (n = no. of m/cs.)

X_i = Scheduled Delivery (no. of days)

ΔX_i = Supply delay (no. of days)

Y_i = Scheduled E&C (no. of days)

ΔY_i = E&C delay (no. of days)

Certificate by Chartered Accountant on letter head

This is to Certify that M/s, (Hereinafter referred to as 'company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) dtd: Category:..... (Micro/Small). (copy enclosed).

Further verified form the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006: Rs..... Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006: Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for micro / small (Strike off which is not applicable) Category under MSMED Act 2006.


Or

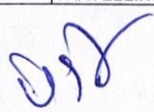
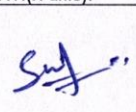
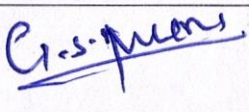
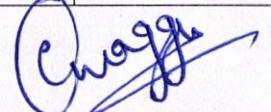
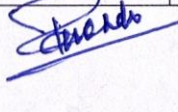
The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

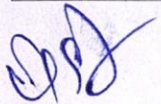
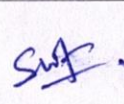
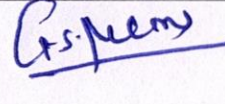

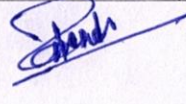
(Signature)

Name-
Membership Number-
Seal of Chartered Accountant

					
BHARAT HEAVY ELECTRICALS LIMITED				ENQUIRY NO:	
HEAVY ELECTRICAL EQUIPMENT PLANT, RANIPUR, HARDWAR - 249403 UTTARANCHAL, INDIA				DUE DATE:	
CONTACT PERSON'S NAME/ DESIGNATION/ PHONE NO/ E-MAIL (FROM PURCHASE DEPTT):				SUPPLIER'S QUOTATION NO:	
				DATE:	
TECHNICAL SPECIFICATION No. - DPT-0011 CUM COMPLIANCE CERTIFICATE FOR CNC GANTRY MILLING MACHINE - (1 No.)					
NOTE:					
1. Vendor must submit complete information against clause No: 42. The offer complying this clause would only be considered.					
2. The vendor should fill the "Offered" Column in compliance to specified requirements and also "Deviations" Column, where there is deviation from the requirement. Duly filled specification cum compliance certificate should be submitted along with the offer. Inadequate, incomplete, ambiguous or unsustainable information against any of the clauses of the specifications/requirements shall be treated as non-compliance.					
3. The offer and all documents enclosed with offer should be in English language only.					
NAME & ADDRESS OF THE SUPPLIER:					
TELEPHONE NOS:					
FAX NOS:					
E-MAIL ADDRESS:					
TECHNICAL SPECIFICATIONS / COMPLIANCE FORMAT FOR CNC GANTRY MILLING MACHINE					
SCOPE	SUPPLY, ERECTION & COMMISSIONING OF CNC GANTRY MILLING MACHINE (1 No.) COMPLYING WITH SPECIFICATIONS AS BELOW :				
S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
1	PURPOSE:				
1.1	The machine is to be used mainly for Milling, facing, drilling, Core Drilling, Reaming, boring, threading, reverse counter boring and complete peripheral finish machining etc. in precision Components.	Vendor to confirm			
2	WORK PIECE MATERIAL:				
2.1	Work Piece Material shall be Forgings, Carbon Steel, Alloy Steel, Stainless Steel, Titanium, Cast Iron & other materials like Aluminium Alloys (AL5083), Bronze, Copper etc. having hardness upto 45 HRC. The machine shall comply tender requirements including following:	Vendor to confirm			
3	MACHINE SPECIFICATIONS:				
3.1	MAIN SPINDLE				
3.1.1	No. of Milling head : 01	Vendor to confirm			
3.1.2	Spindle Nose Taper : BT50	Vendor to confirm			
3.1.3	Speed Range, Step less: Min.: 5 rpm (or less) & Max.: 3600 rpm (or more)	Vendor to inform			
3.1.4	Spindle Motor Power (AC Drive) : 40 KW (Min.)	Vendor to inform			
3.1.5	Torque at 100% Duty Cycle	Vendor to inform			
3.1.6	Power/Torque-Speed characteristic diagram of the spindle motor to be submitted.	Vendor to submit			
3.1.7	Oriented Spindle Stop (Any position)	Vendor to confirm			
3.1.8	Max. weight of tool that can be accommodated in the spindle	Vendor to inform			
3.1.9	50 numbers of Pull-Studs for BT50 taper shall be included along with detailed drawing in the standard scope.	Vendor to offer & submit details			
3.2	MACHINE TABLE / BED:				
3.2.1	Table / Bed length : 6000 mm. or more	Vendor to inform			
3.2.2	Table / Bed width : 3000 mm. or more	Vendor to inform			
3.2.3	Loading capacity of Table/Bed : 10,000 Kg/sq. meter. (minimum)	Vendor to inform			
3.2.4	Distance / Clearance between Columns: 3500 mm or more	Vendor to inform			
3.3	TRAVELLING GANTRY (X-axis):				

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
3.3.1	Longitudinal traverse of Gantry (X-axis) : 4500 mm or more	Vendor to inform			
3.3.2	Rapid Traverse Rate (X-axis) : 15000 mm/min or more	Vendor to inform			
3.3.3	Feed Rate, Stepless (X-axis) : 1-5000 mm/min or more	Vendor to inform			
3.3.4	Axis Resolution : 0.001mm	Vendor to inform			
3.4	HORIZONTAL TRAVERSE OF MILLING HEAD (Y-AXIS):				
3.4.1	Cross traverse Y - axis : 3500 mm or more	Vendor to inform			
3.4.2	Available Y-axis traverse should be according to the various attachments/ heads supplied by vendors.	Vendor to inform			
3.4.3	Rapid Traverse Rate (Y-axis) : 15000 mm/min or more	Vendor to inform			
3.4.4	Feed Rate, Stepless (Y-axis) : 1-5000 mm/min or more	Vendor to inform			
3.4.5	Axis Resolution : 0.001 mm	Vendor to inform			
3.5	VERTICAL TRAVERSE OF RAM (Z-AXIS):				
3.5.1	Ram Cross Section : 400 mm x 400 mm or more	Vendor to confirm & inform			
3.5.2	Vertical traverse of Ram : 1400 mm or more	Vendor to inform			
3.5.3	Rapid Traverse Rate (Z-axis) : 10000 mm/min or more	Vendor to inform			
3.5.4	Feed Rate, Stepless (Z-axis) : 1-5000 mm/min. or more	Vendor to inform			
3.5.5	Axis Resolution : 0.001mm	Vendor to confirm			
3.5.6	Main Spindle face at minimum position should remain 100mm above Table / Bed top.	Vendor to confirm & inform			
3.5.7	If vertical head (Dummy Spindle shall not be used) is used to achieve clause 3.5.6, the length of vertical head from ram face to spindle face should not exceed 200 mm. Remark - Vertical head does not include the heads as mentioned at sl no. 26.2 & 26.3	Vendor to confirm & inform			
3.6	FIXED CROSS RAIL:				
3.6.1	Distance between Bed top to crossrail: 1600 mm or more	Vendor to confirm & specify			
3.6.2	The Table/Bed should be provided with T-slots suitable for M24 stud as per DIN650. The pitch of T-slots should not be more than 250mm. The sketch of the same is to be submitted.	Vendor to confirm & submit details			
3.6.3	The details of arrangement of power transmission of feed drives for all axes shall also be submitted.	Vendor to submit details			
3.6.4	Feed motors for all axes should be of CNC controller manufacturer. Motor details, together with its torque ratings, are to be submitted along with the offer.	Vendor to confirm & submit details			
3.6.5	All moving and rotating elements of the machine should be suitably lubricated. X, Y & Z Axes traverse shall necessarily be with Hydrostatic Guide ways. In case of lubrication failure alarm/ interlock system shall be provided in the machine. The details of these systems should be submitted with the offer.	Vendor to confirm & submit details			
3.6.6	Metallic Telescopic Covers: The guide ways of all axes should have suitable protective steel telescopic covers with wipers and adequate sealing on joints to prevent seepage of dust & coolant oil inside.	Vendor to confirm & submit details			
4	CONSTRUCTION:				
4.1	Vendor to furnish details of material, hardness & constructional details, explanatory drawings, photographs including hard copy explaining the technical features.	Vendor to submit details			
4.2	The machine shall be equipped with compensation system for deflection / deformation in cross-rail due to movement of saddle / headstock with or without various attachments.	Vendor to confirm & submit details			
4.3	Ram shall have Hydraulically/ Pneumatically/Electronically operated balancing system. Its details shall be submitted with the offer with sketches.	Vendor to confirm & submit details			
5	OPERATOR'S PANEL:				
5.1	Swiveling type operator's panel having complete CNC and machine control system with display of required configuration shall be provided on the operators platform. All switches on the Operator's panel should be within reach of operator of average height (Indian) for convenient, efficient & safe operation. All displays/indications should also be conveniently placed accordingly. Layout showing complete details of the panel should be submitted.	Vendor to submit details			
5.2	OPERATOR'S PANEL FEATURES:				
5.2.1	The Operator Control panel should have the following operational features on the MCP along with other features as specified by the vendor :				

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
5.2.1.1	Axes selection keys (Separate for each axis.), Directional keys + & - for axis movement in jog (Separate for each axis), Rapid traverse key, Emergency stop, Reset key, Single block switch	Vendor to confirm			
5.2.1.2	Dry run switch. (Dry run freely executable during program run in automatic), Coolant ON / OFF switch/key with regulator to control the flow (Coolant should be switch on/off during Auto/Jog mode irrespective of the definition in the part program), Pushbutton / key for activating "Delete distance to go", Chip conveyer forward / reverse push button	Vendor to confirm			
5.2.1.3	Mode selector switch, Feed override switch, Spindle override switch, Machine illumination switch, Feed release switch	Vendor to confirm			
5.2.1.4	Push button/Key for Axis Reference	Vendor to confirm			
5.2.1.5	Push button/Key for loading/unloading of tools	Vendor to confirm			
6	OPERATOR'S PLATFORM:				
6.1	Operator's Platform shall be preferably attached to the main portal such that it moves with the column along X axis.. The operator's pendant shall be preferably located on the operator's platform. Power Socket of 220V/15 Amp/5 Amp with switch along with wall mounted fan is also to be provided on the Platform shall be provided on operator's Platform at convenient location. While facing towards ram, Operator Platform should be at the right side of the Table / negative side of Y axis .Cabin enclosure should be preferably of toughened glass material. However, if moving operator platform is not feasible due to limitation imposed by the construction of machine, operator shall be able to see machining directly through glass door as well as with the help of suitable video camera and display screen.	Vendor to confirm & submit details including photograph			
6.2	Weight carrying Capacity of the Platform should be min. 300 Kg.	Vendor to confirm			
6.3	Minimum Height of Platform from Shop Floor.	Vendor to inform			
6.4	Splash / Chip guards on operator platform for protection of operator, operator's panel and to avoid spillage of coolant & chips on operator's platform.	Vendor to confirm			
6.4	Sitting Arrangement as suitable height should be provided for minimum two operators in Operator Cabin.				
7	CNC SYSTEM:				
7.1	Make: Siemens or Fanuc	Vendor to confirm & specify			
7.2	Type Version : PC based latest version	Vendor to confirm			
7.3	The CNC system should have full alphanumeric keyboard, TFT colour display 15" or more, network ready with LAN, RS232C port, electronic hand wheels for all axes, USB Port with minimum 1 GB Pen drive for data input/output to/from CNC system in CNC mode, additional qwerty keyboard & optical mouse etc. and preinstalled & ready to use offered features for CNC system (as mentioned at Sl.Nos. from 7.1 to 7.39 of tender specifications). In case of non-availability of RS232-C etc. (if not provided by CNC system manufacturer at the time of supply), suitable separate ports for networking with LAN, data input/output, telediagnosics & USB ports shall be provided. In case, only USB ports (separate port for each function) are provided, suitable hardware/connectors shall be provided to ensure above functionalities.	Vendor to offer and confirm			
7.4	Replaceable Hard disk 10GB, 3GB for User Data or higher as the case may be at the time of ordering	Vendor to confirm			
7.5	Standard interfaces	Vendor to inform			
7.6	Display of PLC ladder along with online status in realtime on Operator Panel and Display of servo-waveforms on Operator Panel.	Vendor to confirm			
7.7	Access locks on the operator panel	Vendor to confirm			
7.8	Coordinate System Rotation	Vendor to confirm			
7.9	Coordinate System Transformation	Vendor to confirm			
7.10	Look Ahead of 70 blocks	Vendor to confirm			
7.11	Helical Interpolation	Vendor to confirm			
7.12	Scaling	Vendor to confirm			
7.13	Programmable mirror image machining	Vendor to confirm			
7.14	On screen graphic simulation. (Offline graphic simulation-fast simulation of tool movements without requirement of locking machine axes/independent of machine movements)	Vendor to confirm			
7.15	5 Axis machining capability with Universal Milling Head.	Vendor to confirm			
7.16	Foreground/Background editing	Vendor to confirm			

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S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
7.17	Process oriented Canned Cycles for Drilling & Milling operation.	Vendor to confirm			
7.18	Rigid Tapping	Vendor to confirm			
7.19	Tool Management system	Vendor to confirm			
7.2	Block search without calculations as well as with calculation in automatic mode	Vendor to confirm			
7.21	Facility to store at least 20 zero offsets	Vendor to confirm			
7.22	Absolute/incremental programming	Vendor to confirm			
7.23	Decimal point programming	Vendor to confirm			
7.24	Linear & circular interpolation	Vendor to confirm			
7.25	Programmable dwell	Vendor to confirm			
7.26	Storage of user defined subroutine independent of the main program	Vendor to confirm			
7.27	Variable parametric programming with mathematical functions including trigonometric & logic functions	Vendor to confirm			
7.28	Arc-programming with radius & end-point	Vendor to confirm			
7.29	Subroutine nesting up to 3 levels	Vendor to confirm			
7.30	Programmable skip	Vendor to confirm			
7.31	Facility of inclusion of message in the part program	Vendor to confirm			
7.32	Corner rounding & chamfering feature	Vendor to confirm			
7.33	Programming with polar coordinates	Vendor to confirm			
7.34	Cutter radius compensation	Vendor to confirm			
7.35	All standard features of CNC System should be listed as well as item wise price of all	Vendor to inform			
7.36	Details of Standard features. List to be submitted.	Vendor to submit			
7.37	Features of CNC System required for identified jobs or foreseen by the vendor as requ	Vendor to submit			
7.38	Optional features	Vendor to submit			
7.39	UPS unit including UPS module with rechargeable battery of sufficient time and having provision for unattended automatic shutdown feature for Windows/Linux operating system & Control circuit.	Vendor to confirm & submit details			
8	MANUAL MODE OF OPERATION:				
8.1	Complete manual control of machine through or independent of CNC system with required switches/keys shall be provided on the operator panel for selection of required axis, axis direction, RPM, cutting feed, RPM Direction i.e. CW / CCW, cutting feed ON/OFF, display of axis position values etc. for manual machining cuts without using CNC program or MDI mode. Diagram / sketch for switches/keys provided on operator's pendant to be submitted.	Vendor to confirm & submit details			
9	HAND HELD UNIT :				
9.1	Vendor to offer Hand held unit with display of CNC system manufacturer along with sufficient length of interfacing cable. The length of the cable should be (minimum 5 meter) sufficient to cover the entire working area of table/bed.	Vendor to offer with details			
10	OTHER FEATURES:				
10.1	Flashing/rotary type end of cutting and program stop light.	Vendor to confirm			
10.2	The control cabinets will have electrical illumination and a 220 V/5A socket.	Vendor to confirm			
10.3	Safety Lights at both ends of moving column (preferably Flashing during X-travel).	Vendor to confirm			
10.4	Portable Lamp with magnetic base and chord of suitable length. Plug point for its use shall be provided on Head Stock at suitable location.	Vendor to confirm			
10.5	Percentage Load meter.				
10.6	Sufficient illumination of working area to be provided. Consumables should be available in India.	Vendor to confirm			
10.7	Any lights required in the foundation / pit area shall also to be supplied by the vendor. Consumables for the same should be available in India.	Vendor to confirm			
10.7	The machine will have manual tool loading/ unloading with push buttons mounted on headstock / Auxiliary Hand pendant/MCP.	Vendor to confirm			
11	AIR CONDITIONERS:				

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
11.1	Cabinet/ Panel Air Conditioners of suitable/ sufficient capacity with proper drainage pipes for condensate, are to be provided for different control electrical, electronics panels/cabinets including operators panels considering specified outer ambient conditions and inside ambient condition of panel/cabinet. Detailed of specifications of the same are to be submitted. The air conditioners are not to be mounted on top of the panels. Only Eco-friendly refrigerants are to be used in Air Conditioners. (User manual to be provided with each Air Conditioners Unit)	Vendor to offer and submit details			
11.2	In case of order, vendor shall confirm to provide following information about air conditioners and chiller units used in the machine : Type of refrigerant, medium to be cooled, capacity of chiller unit, type of compressor with complete specifications, type of thermostatic expansion valve, specification details of condenser fan , specification of the evaporator unit (plate type/ coil type), details of liquid (oil/water) circulatory pump (if any), name of refrigerant used, details of Digital Temperature Controller used in the chiller unit. Only Eco-friendly refrigerants are to be used in chiller units. (User manual to be provided with each Chiller Unit)	Vendor to confirm			
12	HYDRAULIC SYSTEM :				
12.1	The System should be centralised. Hydraulic Tank shall preferably be located at floor level	Vendor to note			
12.2	Make from a reputed manufacturer. (Details to be submitted)	Vendor to submit details			
12.3	Filtration System, Details to be submitted.	Vendor to submit details			
12.4	Failure indication	Vendor to confirm			
12.5	Automatic shut off provision, Details to be submitted.	Vendor to confirm & submit details			
12.6	Refrigerated type cooling and electric heating (Electric heating only if required) system of sufficient capacity to maintain complete Hydraulic System, including lubrication oil, hydrostatic oil and gearbox oil, etc. at a temperature not exceeding 40 deg C irrespective of the ambient conditions. Complete details should be submitted	Vendor to confirm & submit details			
12.7	Hydraulic pump capacity (flow / pressure)	Vendor to submit details			
12.8	Each pump should have an independent motor. Tandem pumps should not be used	Vendor to confirm			
12.9	First filling of all required Oils, Coolant & Grease etc: Supplier is to provide first filling of all oils / lubricants / coolant required for the machine from Indian source indicating grade of all oils used.	Vendor to confirm & submit details			
12.10	Supplier may recommend three alternative sources for all types of hydraulic & lubricating oil.	Vendor to inform			
12.11	Hydraulic, Pneumatic & oil pipings should be preferably metallic except places where flexible pipings are essential. All the pipes required for the same shall be included in the standard scope of the machine.	Vendor to confirm			
12.12	All moving and rotating elements of the machine should be suitably lubricated. X, Y & Z Axes traverse shall necessarily be with Hydrostatic Guide ways. In case of lubrication failure alarm/ interlock system shall be provided in the machine. The details of these systems should be submitted with the offer.	Vendor to confirm & submit details			
13	COOLANT SYSTEM :				
13.1	Coolant System with all accessories for following variants shall be provided. Selection of all the variants shall be through program and push buttons provided on the Operator's panel as well.	Vendor to confirm			
13.1.1	Recirculating Type Flood Coolant System with nozzles around spindle.	Vendor to confirm			
13.1.2	Mist coolant system	Vendor to confirm			
13.1.3	Air coolant system	Vendor to confirm			
13.1.4	High Pressure Coolant through Spindle	Vendor to confirm			
13.2	All attachments, tool holders, boring bars, cassettes, adapters etc. shall have the provision so that coolant is available directly at the tool-cutting tip.	Vendor to confirm			
13.3	Coolant collection and recirculation system should be leakproof & perfect to avoid any spillage on shop floor, trenches for cables & foundation pit of the machine etc.	Vendor to confirm			
13.4	Coolant Filtration System: Recirculating type coolant system with centrifugal Hydrocyclone System/ Vacuum Rotary drum type System/ Cartridge Type Filtration System and magnetic separator.	Vendor to inform & submit details			
13.5	Coolant Flow Diagram showing filters, pumps, valves, tanks etc. to be submitted with the offer.	Vendor to submit details			

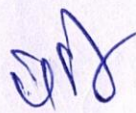
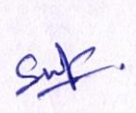
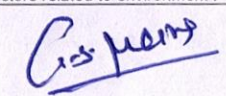
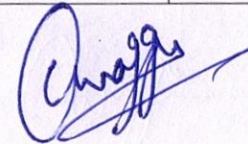
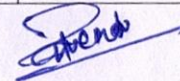
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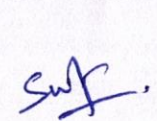
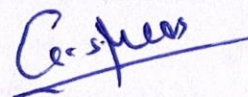
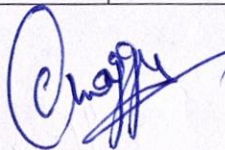
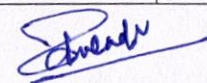
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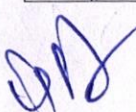
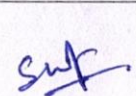
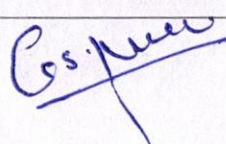
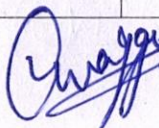
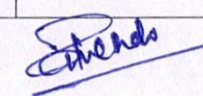
S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
13.6	Pressure & rate of flow of coolant for different variants should be furnished in the offer. The Pressure should be sufficient for the coolant to reach the tool tip at full pressure.	Vendor to confirm & submit details			
13.7	The coolant tank capacity shall also be intimated. Coolant tank capacity, discharge rate & pressure of coolant should be sufficient enough to meet the machining requirement.	Vendor to confirm & submit details			
13.8	In addition to M codes and push buttons provided on the operator's panel for activation & deactivation of coolant supply, additional rotary switch shall also be provided on the operator's panel for finer control of coolant flow rate and its pressure after its activation through M codes/ Push button.	Vendor to confirm			
13.9	Coolant pump & motor details for all variants of coolant system are to be submitted with the offer.	Vendor to submit details			
13.10	The coolant tank should be fitted with skimmer for regular cleaning of coolant from contamination with tramp oil.	Vendor to confirm			
14	ELECTRICAL SYSTEM :				
14.1	415V + 10% / -10%, 50HZ +/-3 %, 3 Phase AC (3 wire system without neutral) Power Supply Source will be provided by BHEL at a single point near the machine, as per layout recommended by Vendor. All types of cables, connections, circuit breakers etc. required for connecting BHEL's power supply point to different parts of the machine/control cabinets, shall be the responsibility of vendor. Requirement of grounding/earthing with required material details is to be informed by vendor well in advance so that same could be incorporated during construction of foundation.	Vendor to note & confirm			
14.2	Tropicalisation: All machine electricals, controls, instrumentation and paints shall be suitably tropicalised.	Vendor to confirm			
14.3	All electrical & electronic control cabinets & panels should be dust and vermin proof	Vendor to confirm			
14.4	All electrical components in the cabinets should be mounted on DIN Rail	Vendor to confirm			
14.5	All electrical and electronic panels including operator's panel should be provided with fluorescent lamps for sufficient illumination and power receptacles of 220Volts, 5/15 Amp AC. All adapters/receptacles should have compatibility with Indian equivalents.	Vendor to confirm			
14.6	Motors shall conform to IEC or Indian Standards	Vendor to confirm			
14.7	All cables moving with traversing axes should be installed in Caterpillar/ Drag chain. Additionally, all the cable trays required for laying of cables should be included in the offer.	Vendor to confirm			
14.8	Vendor should ensure the proper earthing for the machine and its peripherals. Any material required for the same shall also to be supplied. The vendor can take earthing connection from the nearest column of the production shop.	Vendor to confirm			
14.9	In-cycle hour counter with reset facility is to be included in the offer.	Vendor to confirm			
15	SAFETY ARRANGEMENTS:				
	Following safety features in addition to other standard safety features should be provided on the machine:				
15.1	Machine should have adequate and reliable safety interlocks / devices to avoid damage to the machine, workpiece and the operator due to the malfunctioning or mistakes. Machine functions should be continuously monitored and alarm / warning indications through lights/ alarm number with messages (on CNC display and panels) should be available.	Vendor to confirm			
15.2	A detailed list of all alarms / indications provided on machine should be submitted by the supplier.	Vendor to confirm			
15.3	All the pipes, cables etc. on the machine should be well supported and protected.	Vendor to confirm			
15.4	All the rotating parts used on machine should be statically & dynamically balanced to avoid undue vibrations.	Vendor to confirm			
15.5	Emergency Switches at suitable locations as per International Norms are to be provided.	Vendor to confirm			
15.6	Oil & water pipe lines should not run with electrical cable in the same tray / trench.	Vendor to confirm			
15.7	Safety Lights at both ends of moving column (preferably Flashing during X-travel).	Vendor to confirm			
16	ENVIRONMENTAL PERFORMANCE OF THE MACHINE :				
	The Machine shall conform to following factors related to environment :				

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
16.1	Maximum noise level shall be 85 dB(A) at normal load condition, 1 M away from the machine with correction factor for back ground noise, if necessary. This will be measured as per international standards like DIN 45635-16. Supplier to demonstrate compliance to noise level, if so required.	Vendor to confirm			
16.2	There shall not be any emissions from the machine except fumes of cutting fluid during machining.	Vendor to confirm			
16.3	There should not be any effluent from the machine. In case there are any effluents from the machine, requisite effluent treatment plant or pollution control device should be built into the machine by the supplier.	Vendor to confirm			
16.4	No hazardous chemicals shall be required to be used in the machine.	Vendor to confirm			
16.5	If any safety / environmental protection enclosure is required it should be built in the machine by the vendor.	Vendor to confirm			
16.6	Paint of the machine should be oil / coolant resistant and should not peel off and mix up with coolant.	Vendor to confirm			
17	AUTOMATIC SWarf CONVEYOR:				
17.1	No. of swarf / chip conveyors : 2 (one on each side of work table along X-axis.)	Vendor to confirm			
17.2	Type of chip conveyor	Vendor to inform			
17.3	Width of conveyor	Vendor to inform			
17.4	Elevation of chip conveyor for chip bin	Vendor to inform			
17.5	Material of chip conveyor (to be rust resistant)	Vendor to inform			
17.6	Operation of chip conveyor (forward & reverse) through push buttons on operator's panel and at Chip Conveyor	Vendor to confirm			
17.7	Layout showing location of chip conveyor to be submitted.	Vendor to submit details			
17.8	The chips shall be brought by chip chutes manually as well as by gravity into the coolant channels, which are provided on both sides along the machine table. Chip chutes shall be provided by the vendor. Detailed drawings of the same shall also be provided by the vendor. With the help chip conveyor the chips are to be transported to a suitable container located at one end of the machine. The container shall be included in the standard scope.	Vendor to confirm & submit details			
18	SERVO VOLTAGE STABILIZER:				
18.1	Power Supply will be provided by BHEL at a single point near the machine, as per layout recommended by Vendor. All types of cables, connections, circuit breakers etc. required for connecting BHEL's power supply point to different parts of the machine. Voltage Stabilizer, Isolation Transformer, control cabinets etc. shall be supplied by the vendor. A suitable servo-controlled voltage stabilizer of Indian Make and of appropriate rating shall be supplied and connected to the machine by the vendor. The Oil / Air Cooled Servo Controlled Voltage Stabilizer (of reputed Indian make) should be suitable for the complete machine, its drives, controls, PLC etc. for unbalanced load & supply conditions considering specified power supply & ambient conditions. Catalogue of the same shall be submitted along with the offer.	Vendor to inform along with make, model and technical details			
18.2	The offer should be submitted with spares package (Variacs-2 nos., Correcting servomotors- 2 nos., Control cards-2 nos) required for long term maintenance of this stabilizer.	Vendor to offer			
18.3	Make : NEEL, Aplab or Auto Electric or equivalent	Vendor to inform			
18.4	Rating & Input/Output Voltage etc.	Vendor to inform with technical details.			
18.5	Monitoring device with cutoff facility for under/over output voltage, Devices for load current measurement, MCCB at input for overload/short circuit protection. (Details to be submitted)	Vendor to inform with technical details.			
18.6	Catalogue of the SERVO VOLTAGE STABILIZER shall be submitted with the offer.	Vendor to submit			
19	ULTRA ISOLATION TRANSFORMER				

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
19.1	Indian make Ultra Isolation Transformer suitable for complete machine , its drives, controls, PLC etc. shall be supplied for unbalanced load & supply conditions considering specified power supply & ambient conditions.	Vendor to offer			
19.2	Make : NEEL, Aplab or Auto Electric or equivalent	Vendor to inform			
19.3	Rating	Vendor to inform			
19.4	Spares Package for the Ultra Isolation Transformer for 2 years working should also be offered.	Vendor to specify			
19.5	Catalogue of the Ultra Isolation Transformer shall be submitted with the offer.	Vendor to submit			
20	PNEUMATIC SYSTEM:				
20.1	AIR COMPRESSOR:				
20.1.1	Independent Air Compressor (of reputed make Elgi, Chicago Pneumatic or Ingersol Rand) with refrigerated type Dryer & Filter of suitable capacity for the total compressed air requirements of the machine & accessories and to suit required air quality should be supplied. The system should be so designed to have additional provision and required accessories before Refrigerated type Air Dryer so that BHEL compressed air supply having pressure 5 Kg/sq.cm with high moisture could be used as and when required. The compressor unit should be suitable for continuous duty operation.	Vendor to offer with details.			
20.1.2	Make & Model of Air Compressor and Refrigerator type Dryer.	Vendor to specify			
20.1.3	Capacity (Flow, Pressure & KW)	Vendor to specify			
20.1.4	Spares Package for the compressor for 2 years trouble free working should also be offered. List to be submitted.	Vendor to offer and submit			
20.1.5	The spares package must include all type of filters and separators(5 no. each type) and Oil (15 litres).	Vendor to offer and submit			
20.2	COMPRESSED AIR POINTS:				
20.2.1	Compressed Air Point with manual ON/ OFF Valve and flexible pipe of suitable length for work piece cleaning.	Vendor to confirm			
20.2.2	Programmable Compressed air point in the head stock to be used as coolant for carbide tools.	Vendor to confirm			
21	DIAGNOSTIC SYSTEMS:				
21.1	REMOTE TELE DIAGNOSTIC SERVICE:				
21.1.1	Tele-diagnostic service should be provided through Ethernet along with required Hardware / Software package for the supplied CNC system for remote diagnosis and correction of the problems in both CNC System and PLC of the machine. This should be provided free of charge for the guarantee period. Terms and conditions for the service after guarantee period should be informed by vendor. Help guide should be provided for use of the system/service. Subsequently, it should be possible to use other platforms, such as Internet or ISDN, subject to their availability in future. The port should be made available in the electrical panel.	Vendor to confirm & submit details			
21.2	FAULT DIAGNOSTIC SYSTEM:				
21.2.1	Supplier's own diagnostic system with required Software and Hardware installed on the CNC system, which shows detailed cause and remedy for the fault on the CNC system display with diagnostics (including images) indicating the element /device causing the fault. Vendor should also offer a PC note book along with Simatic S7 software (licensed copy), necessary cables, PCMCIA card / Adaptor (for Communication with MPI port) for diagnostic purpose. The Note Book PC should be loaded with complete Electrical Schemes, Mechanical Assembly drawings, Hydraulic Circuit Diagrams, Operation and Maintenance Manuals, Machine Alarm list along with Help text wiring diagram, On-Line display of PLC user should be available on the note book PC.	Vendor to offer & submit			
21.2.2	Provision of OEM Screen with soft keys enabling the service personnel to bring back the tool carriers of the ATC/AAC to its initial/nearest position in case of interruption of tool carrier's positioning cycle due to alarm on the machine or power failure. With this OEM screen, service personnel should be able to perform individual steps of Tool carriers positioning cycle manually. Separate Hand Held Pendant should also be provided to retrieve the tool carrier to it's initial position.	Vendor to offer			

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
21.2.3	Machine should have provision to switchover from position feedback system -2 (direct) to Position feed back system-1 (Motor encoder) through PLC program (for service personnel only).	Vendor to offer			
21.2.4	Provision to correct the misaligned gantry for the service personnel to be provided.	Vendor to provide detail			
21.2.5	Help guide should be provided to use above three diagnostic systems shall be provided.	Vendor to confirm			
22	LEVELING & ANCHORING SYSTEM:				
22.1	Complete anchoring system including foundation bolts, anchoring materials, fixators, leveling shoes etc shall be supplied for the Machine, Table/bed etc.	Vendor to confirm			
23	TOOLS FOR ERECTION, OPERATION & MAINTENANCE :				
23.1	Special tools and equipment required for erection of the machine shall be brought by the vendor. Necessary tools like Torque Wrench, Spanners, Keys, grease guns etc.for operation and maintenance of the machine should be supplied. List of such tools should be submitted with offer.	Vendor to confirm & submit details			
23.2	Test mandrel for checking spindle run-out & alignment shall be supplied	Vendor to confirm			
24	AUTOMATIC TOOL CHANGER (ATC) :				
	The tool magazine should be mounted on one side of the gantry column and should be equipped with a double rotary arm for rapid change of tools. ATC should be capable of changing tool mounted in the Main Spindle, Universal Milling Head and Right Angle Head	Vendor to confirm & submit details			
24.1	Tool Change : Automatic (Including spindle orientation)	Vendor to confirm			
24.2	Loading/ unloading of tools positions	Vendor to inform			
24.3	Type: Preferably Chain Operated	Vendor to inform			
24.4	Tool Selection System : Shortest path, Random	Vendor to confirm			
24.5	Tool Magazine Capacity : 30 or more	Vendor to inform			
24.6	Suitable for automatic change of tools with shanks as per : BT 50	Vendor to inform			
24.7	Max. Tool Diameter with all pockets loaded. : 125 mm or more	Vendor to inform			
24.8	Max. Tool diameter with alternate pocket loaded :250 mm.or more	Vendor to inform			
24.9	Max. Tool Length. : 350 mm or more	Vendor to inform			
24.10	Max. Tool Weight : 30 Kg (min.)	Vendor to inform			
24.11	Tool loading/unloading time	Vendor to inform			
24.12	The Machine operation should be possible with or without referencing ATC. A button/softkey should be provided on MCP for updation of tool no on MCP when ATC is not in use. (For manual tool change)	Vendor to confirm			
24.13	The spindle taper and tool pocket at changer station will have the provision of cleaning by compressed air blow during ATC cycle. The spindle taper will also have the provision of compressed air blow through push button mounted on machine head stock during manual tool change.	Vendor to confirm			
24.14	One set of tool holder retention stud comprising of 30 Nos. (or equal to Tool magazine capacity) shall be provided along with detailed drawing as standard item with the machine.	Vendor to confirm & submit details			
24.15	Tool Changer arm working should be explained in details. Full ATC catalogue should be submitted with the offer.	Vendor to submit details			
24.16	Suitable arrangement-Software based (OEM screen) and M code based, should be provided to extract a tool trapped in the ATC cycle. Details of both the system to be provided along with the offer.	Vendor to confirm & submit details			
24.17	Auxiliary Control, with suitable interlocks, for manual insertion / withdrawal of tool from the tool magazine.	Vendor to confirm			
25	MANUAL LOADING & UNLOADING OF TOOLS :				
25.1	The machine will have manual tool loading/ unloading with push buttons mounted on Auxilliary Hand pendant..	Vendor to confirm			
26	ACCESSORIES AND ATTACHMENTS:				
26.1	AUTO ATTACHMENT CHANGER SYSTEM (AAC):				

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
26.1.1	Loading & unloading of all offered attachments should be possible through Auto Attachment Changer system (Pick-Up station). The same to be offered alongwith attachment rack of suitable capacity. The placing of pick-up station with requisite interlocks should be such that machining of job on the Table/bed is not disturbed.	Vendor to confirm & submit details			
26.1.2	All attachments shall be suitable for loading / unloading through AAC	Vendor to confirm			
26.1.3	No. of storage positions : No. of attachments + 1	Vendor to confirm			
26.1.4	Location of the attachment changer	Vendor to inform			
26.1.5	Mounting plates as required for attachments should be supplied	Vendor to confirm			
26.1.6	Maximum Permissible Weight on Complete AAC.	Vendor to inform			
26.1.7	Suitable Software based and manual key based arrangement should be provided to extract an Attachment trapped in the AAC cycle. Details of both the system to be provided along with the offer.	Vendor to offer and submit			
26.2	PROGRAMMABLE UNIVERSAL MILLING HEAD WITH INDEXABLE B/A & C AXES FOR POSITIONING				
26.2.1	C-axis : 360 Deg.	Vendor to confirm			
26.2.2	A/B - axis : +/- 95 Deg. (Minimum)	Vendor to confirm			
26.2.3	Resolution : 0.01 Deg.(in both B/A & C axes)	Vendor to confirm			
26.2.4	Transmittable Power : 30 KW or more	Vendor to confirm & inform			
26.2.5	Speed Range (RPM) : 3000 or more	Vendor to confirm			
26.2.6	Spindle taper : BT 50	Vendor to confirm			
26.2.7	Weight of the head	Vendor to inform			
26.2.8	Power/Torque-Speed characteristic diagram of the Universal Milling head to be submitted with the offer.	Vendor to submit details			
26.2.9	Make & Model of Head including drawing/sketch/catalogue pages showing major dimensions of the Head to be submitted with the offer.	Vendor to submit details			
26.2.10	External as well as Internal (through spindle) Coolant System with requisite flexible pipes on its snout is to be provided. Its details shall be submitted with the offer.	Vendor to confirm & submit details			
26.2.11	Pull Stud (4 Sets) for mounting the Head on RAM shall be supplied along with detailed drawing.	Vendor to confirm & submit details			
26.2.12	Pull Stud for mounting the Tools in the taper of the Head shall be same as offered in sl no. 3.1.9 by the vendor.	Vendor to confirm			
26.2.13	Customised cycle to be provided for programmable positioning/indexing of the Universal Milling Head for drilling/milling at compound angle and the same to be demonstrated during proveout of component/test piece.	Vendor to confirm & submit details			
26.2.14	The offered universal milling head should be fully programmable & customized to carryout machining (drilling, Boring, Circular interpolation with cutter compensation, Tapping, thread milling etc.) at different angular positions with reference to existing work offset.	Vendor to confirm			
26.2.15	Length of the head from ram face to center of spindle nose should not be more than 500 mm.(when spindle nose is at right angle to ram face)	Vendor to confirm			
26.3	RIGHT ANGLE HEAD:				
26.3.1	Right Angle Head with programmable indexing of 1deg x 360 position, Spindle power of 40 KW or more & spindle taper BT50. The other details of the head along with tool holding system, make, model no & photograph shall be submitted with the offer.	Vendor to confirm & submit details			
26.3.2	Speed Range (RPM) : 3600 or more	Vendor to confirm			
26.3.3	Power/Torque-Speed characteristic diagram of the Right Angle head to be submitted.	Vendor to confirm & submit details			
26.3.4	Pull Stud (4 Sets) for mounting the Head on RAM shall be supplied along with detailed drawing.	Vendor to confirm			
26.3.5	Pull Stud for mounting the Tools in the taper of the Head shall be same as offered in sl no. 3.1.9 by the vendor.	Vendor to confirm			
26.3.6	External as well as through spindle Coolant System shall be available on the Head. Its details shall be submitted with the offer.	Vendor to submit details			
26.3.7	Wt. of the head	Vendor to inform			



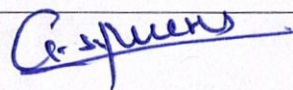

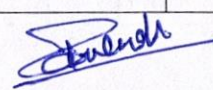
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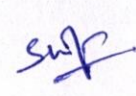
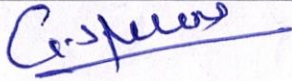

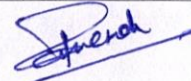
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S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
26.3.8	Customised cycle to be provided for programmable positioning/indexing of the Right Angle Milling Head for drilling/milling at any angle and the same to be demonstrated during proveout of component/test piece.	Vendor to confirm & submit details			
26.3.9	The offered Right Angle milling head should be fully programmable & customized to carryout machining (drilling, Boring, Circular interpolation with cutter compensation, Tapping, thread milling etc.) at different angular positions with reference to existing work offset.	Vendor to confirm			
26.3.10	Length of the head from ram face to center of spindle nose should not be more than 400mm.	Vendor to confirm			
27	SPARES : (As used on machine)				
27.1	Electrical and Electronic spares used on the machine are to be recommended and offered by the vendor in sufficient quantity for 2 years trouble free operation of the complete machine including CNC system and its accessories considering three shifts continuous running of the machine. Detailed list is to be submitted.	Vendor to agree			
27.1.1	Following spare parts of electrical/electronics and CNC system shall be offered itemwise per machine (if not included in recommended spares):				
27.1.2	CNC Controller/NCU (as used in the machine) module- 1 No.	Vendor to offer			
27.1.3	PLC CPU, input and output cards- 1 No. each type	Vendor to offer			
27.1.4	Machine Control Panel- 1 No.	Vendor to offer			
27.1.5	Limit Switches/ Micro Switches (2 Nos each type)	Vendor to offer			
27.1.6	Relays and fusible relay boards (2 Nos each type)	Vendor to offer			
27.1.7	RTD temperature transmitter (1 No each type)	Vendor to offer			
27.1.8	Proximity Switches (5 Nos each type)	Vendor to offer			
27.1.9	Semiconductor Fuses (5 Nos each type)	Vendor to offer			
27.1.10	Special Fuses (5 Nos each type)	Vendor to offer			
27.1.11	Main Power Switch (1 No each type)	Vendor to offer			
27.1.12	Secondary Encoders & connecting cables (1 No each type)	Vendor to offer			
27.1.13	Scanning Heads for Linear Scales (1 No each type)	Vendor to offer			
27.1.14	Wave shape unit/ EXE unit (1 No each type)	Vendor to offer			
27.1.15	Operator's panel with Display Unit (01 No. each type)	Vendor to offer			
27.1.16	Power Module / Servo amplifier & Control Cards for Main Drive as well as Feed Drives (1 Nos each type)	Vendor to offer			
27.1.17	Power cable and encoder cable (01 no. each type)	Vendor to offer			
27.1.18	One each of the following items : CNC Power Supply, Interface Modules, Hand Held Unit, Any	Vendor to offer			
27.1.19	UPS Module for CNC System safe shutdown-1 No.	Vendor to offer			
27.1.20	Line Filter and Line Choke Module-1 No.	Vendor to offer			
27.1.21	Proportional Control Valve Controller 2 Nos. each type (if applicable)	Vendor to offer			
27.1.22	Push Buttons- 1 No. each type	Vendor to offer			
27.1.23	Indicating Lamp- 10 Nos each type	Vendor to offer			
27.1.24	Contactors- 2 Nos. each type	Vendor to offer			
27.1.25	Overloads/ Automats- 1 No. each type	Vendor to offer			
27.1.26	Machine Status Indicating Lamp (Complete unit) - 1 No	Vendor to offer			
27.1.27	Any special purpose / non-standard card - 01 No. each type	Vendor to offer			
27.1.28	All types of spares for total machine and accessories should be available for atleast ten years after supply of the machine. If machine or control is likely to become obsolete in this period, the vendor should inform BHEL sufficiently in advance and provide drawings of parts/ details of spares & suppliers to enable BHEL to procure these in advance, if required.	Vendor to confirm			
27.1.29	Repair service contract with supplier of CNC system for service & spares for motor drives, CNC Unit and Milling Spindle should also be offered by the vendor.	Vendor to offer			
27.1.30	Vendor to confirm that complete list of spares for machine and accessories, along with specification / type / model, and name & address of the spare supplier shall be furnished along with documentation to be supplied with the machine. Vendor to also confirm that documentation shall include list of all type of parts used along with specifications, type, model, quantity etc.	Vendor to confirm			

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
27.2	Mechanical , Hydraulic & Lubrication System Spares (if not included in recommended spares) :				
27.2.1	Set of Gears for Universal Milling Head.	Vendor to offer			
27.2.2	Set of Gears for Right Angle Head.	Vendor to offer			
27.2.3	All pumps (one of each type) including hydraulic, lubrication and coolant pumps & oil cooling pumps	Vendor to offer			
27.2.4	All types of valves (2 Nos of each type) including D.C. control valves, Relieve valves, Reducing valves, Check valves, Flow control valves, Proportionate valves, pressure regulators, pressure reducer valves used on m/c.	Vendor to offer			
27.2.5	All types of pressure switches, flow switches and float switches (2no. each type)	Vendor to offer			
27.2.6	Hydraulic Hoses - one set	Vendor to offer			
27.2.7	Set of seals (for all clamping cylinder, all cylinders & pistons) & Shaft seals (2 Nos each type)	Vendor to offer			
27.2.8	Metering valves/progressive lubrication system blocks & seals	Vendor to offer			
27.2.9	All types of regenerative type filter inserts (5 No. of each type)	Vendor to offer			
27.2.10	All types of Disposable type filter inserts (10 nos. of each type)	Vendor to offer			
27.2.11	Set of all type of belts (including timing belts)	Vendor to offer			
27.2.12	O-Rings and Piston rings (5nos. of each type)	Vendor to offer			
27.2.13	Accumulator with charging kit if the same is used in the m/c (1 no each type). Booster kit is required if charging pressure is more than 80 bar.	Vendor to offer			
27.2.14	All types of pneumatic valves (1 no. of each type)	Vendor to offer			
27.2.15	All couplings including hydraulic pump couplings, pressure sleeves etc.(2 nos. of each type)	Vendor to offer			
27.2.16	Spindle Taper Cone. (1 No.)	Vendor to offer			
27.2.17	5 meter length of Chip Conveyor Chain.	Vendor to offer			
27.2.18	Rotary Coupling for Coolant through Spindle(1 no.).	Vendor to offer			
27.2.19	All Air Compressor spares to be provided along with the machine. The spares provided should facilitate trouble free operation of the unit for two years.	Vendor to offer			
27.2.20	Vendor shall provide all tool and tackles required for maintenance of the machine like Allen keys, Spanners, Torque Wrench etc	Vendor to offer			
27.2.21	Special Oil/ Grease/ Cooling Agent (if any)- Sufficient qty. for 1 year (operation on 3 shift basis) along with grease Gun.	Vendor to offer			
27.2.22	Recommended Spares for 2 years for all attachments as mentioned in sl no. 27.2 & 27.3. Vendor to provide the list of offered spares.	Vendor to offer			
27.2.23	Recommended Spares for 2 years for ATC as mentioned in sl no. 25.Vendor to provide the list of offered spares.	Vendor to offer			
27.2.24	Recommended Spares for 2 years for AAC as mentioned in sl no. 27.1.Vendor to provide the list of offered spares.	Vendor to offer			
27.2.25	Any other recommended spare part essential for 2 years 3 shift trouble free working of machine should also be quoted with item wise price, specification and source of supply.	Vendor to offer			
27.3	Air Conditioning Spares for 2 years (on three shift basis; As applicable on machine) of trouble free operation of the all type of Panel Air Conditioners and refrigerant based Chiller Units.	Vendor to agree			
27.3.1	Refrigerant Compressor (1 no. for each type)	Vendor to offer			
27.3.2	Digital Temperature Controller (1 no. for each type)	Vendor to offer			
27.3.3	Condenser Fan (1 no. for each type)	Vendor to offer			
27.3.4	Evaporator Fan for Panel/ Cabinet AC (1 no. for each type)	Vendor to offer			
27.3.5	Pumps used in Chiller Unit (1 no. each type).	Vendor to offer			
27.3.6	Refrigerant Expansion Valve (1 no. for each type)	Vendor to offer			
28	DOCUMENTS:				
28.1	Following manuals/diagrams/ list/ specifications shall be supplied in English language along with the machine documentation:	Vendor to offer			
28.2	4 hard copies of all Siemens/ Fanuc programming (Basic and Advance), Cycles, Tool management etc. and all operational manuals shall be supplied in English language.	Vendor to offer			
28.3	Basic Machine operation and maintenance/ service manual (in English) - 4 copies	Vendor to offer			

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
28.4	Electrical schematic & wiring diagram of the machine- 4 copies	Vendor to offer			
28.5	PLC print-out in Operand form with comments in English- 4 copies	Vendor to offer			
28.6	GHOST back up of hard disk/memory card of CNC controller on CD / full backup on memory card as applicable.	Vendor to offer			
28.7	Complete list of parts used in the machine along with specification, part/ ordering numbers and address of manufacturer in case of purchased item- 4 copies.	Vendor to offer			
28.8	Detailed assembly drawing with clear marking of each component including Assembly drawing of spindle and giving reference of manufacturer of each assembly/sub-assembly- 3 copies.	Vendor to offer			
28.9	Hydraulic, Pneumatic, Lubrication and Coolant circuit diagram along with part list, complete specification and make of each element used – 3 copies.	Vendor to offer			
28.10	Wiring diagram indicating lay out of cables, plugs, junction boxes, terminal strips etc.- 3 sets	Vendor to offer			
28.11	List of all bearings, L.M. guides, ball bushings etc. with full specification and make.- 3 sets.	Vendor to offer			
28.12	Alarm list and fault diagnostic manual- 4 sets	Vendor to offer			
28.13	Spare part list along with specification, part number and address of manufacturers- 4 sets.	Vendor to offer			
28.14	Service and user manuals of all bought out items- 4 sets.	Vendor to offer			
28.15	CDs of provided control system documentation.	Vendor to offer			
28.16	Documents comprising Operating manuals, Signals, Interfacing and diagnostic guide of offered CNC System - 3 set	Vendor to offer			
28.17	Help guides for tele-diagnostic service systems- 3 sets	Vendor to offer			
28.18	PLC print out with comments in english(Hard copy) of auxiliary systems(if used)-3 sets.	Vendor to offer			
28.19	All O&M manuals including electrical schematic, wiring diagram, cable layout, junction box details and connector diagrams soft copy on CD- 2 nos.	Vendor to offer			
28.20	O&M manuals shall include complete part list with make & specifications for compressor & refrigeration system.	Vendor to confirm			
28.21	O&M manuals shall include complete part list with make & specifications for stabiliser & isolation transformer.	Vendor to confirm			
28.22	Vendor to submit one set of all documents in best available condition one month prior to training cum pre acceptance of BHEL Engineers.	Vendor to confirm			
29	TRAINING:				
29.1	Four BHEL Persons should be trained at vendor's works for the area & period given below: (a) CNC Part Programming for the machine, application of all CNC Features, Programming for Measuring Systems & supplied accessories etc. (Period 2 Weeks) (b) Electrical, Electronic & CNC maintenance for machine & other supplied equipments (Period 2 weeks) (b) Electrical, Electronic & CNC maintenance for machine & other supplied equipments (Period 2 weeks) (c) Mechanical & Hydraulic maintenance of the machine & other supplied equipments (Period 2 weeks) (d) Operation of the machine & other supplied equipments (Period 2 weeks) Pre-dispatch inspection of the machine shall also be carried out by the team during their stay at vendor's works for the training. Vendor may specify days required for pre-dispatch inspection. BHEL reserves the right to choose no. of persons, field & period of training, out of above, while deputing their engineers for training.	Vendor to offer			
29.2	Vendor shall arrange minm. two weeks training for two BHEL engineers in commissioning and maintenance of the supplied CNC system, servo drive and PLC at the training centre in India of respective manufacturer.	Vendor to offer			
29.3	Air-fare, boarding & lodging for the trainees shall be borne by BHEL.	Vendor to note			
29.4	Competent, English speaking experts shall be arranged by the vendor during training for satisfactory & effective training of BHEL personnel.	Vendor to confirm			
29.5	Vendor should commit & offer to organize training of Electronics Engineer and Programmer at the CNC System Manufacturer's works/training school for advanced features and specialized training, if so required by BHEL.	Vendor to offer			

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
29.6	Training of Hydraulic System: The Vendor shall arrange for the training of two BHEL personnel, at HYDAC/Rexroth/Yuken/Parker authorized training centre in India in area of: 1. Basic Hydraulic System. 2. Advance Hydraulic System. 3. Hydraulic Simulation. 4. Maintenance of Hydraulic and Pneumatic Systems. All above areas shall be covered in details precisely related with manufacturing machine tools and Minimum duration of Training shall be one week. Note: Boarding, Lodging & Travel expenditure of BHEL personnel shall be borne by BHEL.	Vendor to offer			
29.7	Training charges, if any, for training requirement at Sl.No. 29.1 & 29.6 should also be quoted on per Man-day basis so that training charges can be derived for the agreed period & persons, in case of any change.	Vendor to offer			
30	FOUNDATION:				
30.1	Vendor shall submit the preliminary layout drawing for getting BHEL's approval within one month from the date of Letter of Intent (LOI) / P.O. Final Layout and complete civil drawings for foundation of machine shall be submitted by the supplier within three months after getting BHEL's approval. The layout should consist of all requirements pertaining to complete machine including space requirement for Voltage Stabilizer, Isolation Transformer, Air compressor, Chip Bin & any other accessories. The civil drawings shall cover complete details of foundation viz. Details of Reinforcement Cement Concrete (RCC) block with its dimension and detailing of reinforcement, grade of concrete, plain Cement Concrete and any other details required as per existing bearing capacity of soil, position and size pockets in top bed of foundation, details of trenches, depression (if any), provision of fixtures, protection mechanism for vibration isolation /settlements. BHEL shall construct complete foundation for the machine under supervision of vendor and at vendor's responsibility. The vendor shall also indicate detailed specifications of grouting compound and Grouting procedure etc. for foundation bolts of the machine. Vendor shall arrange required facilities for the testing of foundation at his own cost (if requirement arises).	Vendor to confirm			
30.2	Tentative Soil condition data of BHEL, Haridwar as follows: a) Bearing capacity : 10 Ton/M2 (for depth 2, 2.5 and 3 m) 8 Ton/M2 (for depth 4.5 m) b) The dynamic soil parameters : (i) Cu = 3428 KN/M3 (ii) CΦ = 5930.44 KN/M3 (iii) CΨ = 2571 KN/M3 (iv) Ct = 1714 KN/M3	Vendor to agree			
31	ERECTION & COMMISSIONING:				
31.1	Supplier to take full responsibility for carrying out the erection, start up, testing of machine, it's control system & all types of other supplied equipment, machining of test pieces etc. Service requirement like power, air & water shall be provided by BHEL at only one point to be indicated by supplier in their foundation/layout drawings. Other requirements like crane and helping personnel shall also be provided by BHEL. Details of these requirements should be informed by vendor in advance. The available crane capacity at the proposed location of the machine will be 30 Ton. The vendor will ensure to make requisite arrangement for lifting of heavier consignment/ items/ assembly of the machine not getting covered by this capacity.	Vendor to confirm			
31.2	Erection & Commissioning of Voltage stabilizer, Isolation Transformer & Air Compressor shall also be responsibility of the vendor.	Vendor to confirm			


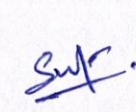
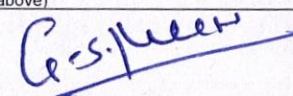

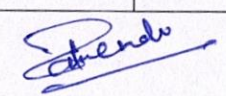
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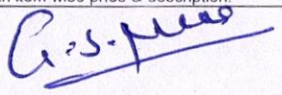
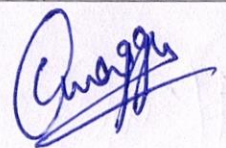
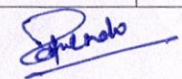
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S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
31.3	Successful proving of BHEL components by the supplier shall be considered as part of commissioning. All tests, as mentioned at Clause 36 (Machine Acceptance) shall form part of the commissioning activity.	Vendor to confirm			
31.4	Test mandrel for checking run-out/taper & alignment should be supplied	Vendor to confirm			
31.5	Tools, Tackles, Test Mandrels, instruments and other necessary equipment including Laser equipment required to carry out all above activities should be brought by the supplier.	Vendor to confirm			
31.6	Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the supplier on returnable basis.	Vendor to confirm			
31.7	All Cover Plates required for the machine and its peripherals including pits, if any, shall be supplied and installed by the vendor.	Vendor to confirm			
31.8	The vendor shall supply sufficient quantity of paint of the machine and carry out touching wherever the paint is damaged during transit or erection of the machine.	Vendor to confirm			
31.9	Schedule of Erection and Commissioning shall be submitted with the offer.	Vendor to submit			
31.10	Charges, duration, terms & conditions for E&C should be furnished in detail separately by vendor along with offer.	Vendor to offer			
31.11	Special tools and equipment required for erection of the machine shall be brought by the vendor. Necessary tools like Torque Wrench, Spanners, Keys, grease guns etc. for operation and maintenance of the machine should be supplied. List of such tools should be submitted with offer.	Vendor to confirm & submit details			
32	ACCURACY TESTS:				
32.1	Geometrical Accuracy Tests shall be in accordance with ISO 3070 / 8636-2 standard or equivalent applicable standard. The measurement of accuracy of positioning and repeatability of all traversing axes of the machine should be as per VDI/ DGQ 3441 using LASER INTERFEROMETER (To be arranged by vendor on returnable basis). Detailed Test Charts for the same, clearly showing the accuracies to be achieved on the machine, shall also be submitted with the offer.	Vendor to confirm & submit details			
32.2	Positional Accuracy (Pa) for 2000mm traverse in X & Y axes should be 0.015mm	Vendor to confirm			
32.3	Positional Accuracy (Pa) for 1000mm traverse in Z axis should be 0.015mm	Vendor to confirm			
32.4	Repeatability / Positional Scatter (Ps) for X,Y & Z axes should be 0.010mm	Vendor to confirm			
32.5	The value of positional accuracy & repeatability for entire traverse of X,Y,Z axes are also to be intimated along with offer.	Vendor to confirm & submit details			
32.6	Machining of NAS Test Piece at vendor's work & at BHEL, Haridwar to be carried out by the vendor. The NAS test piece & tooling for it's machining shall be provided by the vendor at their works as well as at BHEL, Haridwar. Details of NAS test piece to be submitted with the offer.	Vendor to confirm & submit details			
32.7	Since the machine shall be installed in shop with operating conditions as per clause No 34.0, the vendor shall guarantee achieving the above mentioned accuracies throughout the year.	Vendor to confirm			
32.8	All the above accuracies to be demonstrated to BHEL engineers during pre-acceptance at Suppliers works and during Erection & Commissioning at BHEL Works	Vendor to confirm			
32.9	Accuracy of all the attachments (Milling heads) supplied by vendor shall be shown at vendors and BHEL works.	Vendor to confirm			
33	AMBIENT CONDITIONS & THERMAL STABILITY :				
33.1	Total machine including CNC system and all supplied items should work trouble free and efficiently under following operating conditions and should give specified accuracies. Power Supply (AC) : Voltage: 415 V - 10%, +10% Hz +/- 3% No. of phases = 3 phase (3 wire system without neutral) Ambient Operating Conditions: 5 to 45 degree celsius Relative Humidity = 95% max. (Vendor to confirm that machine is suitable for above)	Frequency: 50 Temperature =	Vendor to take note		

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
33.2	Weather conditions are tropical, Atmosphere may be dust laden during some part of the year. Machine shall be kept in the normal shop floor condition. Max. temperature variation is up to 25 deg Celsius in 24 hours. (Vendor to confirm that machine is suitable for above and details of provisions on the machine for the same are to be furnished by Vendor).	Vendor to confirm			
33.3	Thermal Stability of the complete machine keeping in view specified Ambient Conditions and accuracy requirements of BHEL components and trouble free operation of the machine should be ensured by vendor. (Vendor to confirm that machine is suitable for above and details of provisions on the machine for the same should be furnished by Vendor).	Vendor to confirm			
33.4	The equipment for refrigeration type cooling and electric heating (if needed) for re-circulating lubricating oil, spindle head oil and hydraulic system oil for tropical temperature fluctuations, as indicated at clause no. 33.1, of sufficient capacity should be offered with detailed specifications.	Vendor to submit details			
33.5	The machine, including attachments and accessories, should be suitable for 24 hrs. continuous operation to its full capacity for 24 hour a day and 7 days a week throughout. Vendor to ensure and confirm the same.	Vendor to confirm			
34	PROVEOUT OF COMPONENTS AT BHEL, HARDWAR:				
34.1	The Prove-out components will be: 1 - Rear Cover (P/N 90505 - Attached in annexure 1). Input Material is fabricated structure (P/N 2090505 - Attached in annexure 2) having allowance 5-10 mm on all machined surface. 2 - Cylinder Cradle control (P/N 10108- Attached in annexure 3) Input Material is Steel Grade 25CrMo4 forging of size - 975x200x200mm with 220 HB in Annealed condition. The drawings of proveout component are enclosed. Complete machining of prove out components shall be done by the vendor at BHEL works to the specified drawing accuracy and surface finish, using cutting tools and CNC programs provided by the vendor for proving the machine after complete erection, accuracy tests & NAS test piece machining. The material for the proveout components shall be provided by BHEL. Job setting plan, machining process plan & requirement of tools etc. for machining of proveout components shall be discussed and mutually agreed with vendor. The vendor shall submit job setting plan, machining process plan, tool layout & list with complete description, time study etc. for the proveout machining within two months of placement of order. The final proveout components drawing no. may change, however, the machining features of the changed components shall be in line with the original components drawing.	Vendor to offer and confirm			
34.2	Vendor shall submit CNC programs prior to start of erection of Machine at BHEL works. The vendor shall be fully responsible for machining of proveout components as per drawing and other requirements specified by BHEL to the full satisfaction of BHEL. Any additional item required for completion of prove out components shall be supplied by the vendor in the specified quantity without any financial implications to BHEL. Clarifications, if any required by vendor, regarding accuracy requirements of the proveout components, whether specified or not, should be discussed and cleared by vendor during initial technical discussions.	Vendor to confirm			
34.3	The vendor shall be responsible, financially or otherwise, for any deviation/ rejection in proveout components to the extent of its cost, due to wrong machining or malfunctioning of the machine during proveout machining and also for the delay in machining due to improper recommended tooling etc. The cost of such deviation / rejection, if any, shall be refunded by the vendor to BHEL.	Vendor to confirm			
35	TOOLINGS:				
35.1	Complete set of Tools, Cutter bodies & Tool- Holders required for prove-out components mentioned at clause no.: 34.1 should be offered with item wise price & description.	Vendor to confirm & submit details			

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
35.2	Consumables like inserts, screws, solid carbide & HSS cutters, etc. should be separately quoted for machining of 3 more similar components in addition to the prove-out components.	Vendor to confirm & submit details			
35.3	For both special & standard tools, sketches/ copy of catalogue pages should be provided.	Vendor to confirm & submit details			
35.4	While finalising tools, vendor to take care of following points :				
35.5	It is advisable to use long tool holders with standard length tools instead of longer length of cutting tools to meet the requirement of long working length wherever it is possible. HSS tools to be avoided wherever possible.	Vendor to confirm			
35.6	Tools of reputed tools manufacturer whose tools are easily available in India, to be used for prove-out of components.	Vendor to confirm			
35.7	Preliminary list of offered tools/ tool holders / accessories are to be submitted with the offer. In case of order, final drawings of special items & copy catalogue pages of standard items shall be submitted to BHEL after placement of PO.	Vendor to confirm			
36	MACHINE ACCEPTANCE:				
36.1	Tests/Activities to be carried out at vendor's works by vendor on the machine before dispatch using spindle & attachments :	Vendor to note			
36.1.1	Geometrical Accuracy Tests as per test chart.	Vendor to confirm			
36.1.2	Positioning Accuracy Tests as per VDI-DGQ/3441	Vendor to confirm			
36.1.3	The machine should be tested for continuous running of 48 hrs. If any break down occurs during this test, the test should be repeated for 48 hrs from that time.	Vendor to confirm			
36.1.4	Demonstration of all features of the machine, CNC system and all Accessories.	Vendor to confirm			
36.1.5	Machining of NAS Test Piece. Vendor to supply test piece & tooling for its machining.	Vendor to confirm			
36.2	Test to be carried out at BHEL works by the vendor while commissioning the machine using spindle & attachments :	Vendor to note			
36.2.1	Geometrical Accuracy Tests as per test chart.	Vendor to confirm			
36.2.2	Positioning Accuracy Tests as per VDI-DGQ/3441	Vendor to confirm			
36.2.3	The machine should be tested for continuous running of 48 hrs. If any break down occurs during this test, the test should be repeated for 48 hrs from that time.	Vendor to confirm			
36.2.4	Demonstration of all features of the machine, CNC system & all accessories to the satisfaction of BHEL for their efficient and effective use.	Vendor to confirm			
36.2.5	Demonstration by actual use of all supplied attachments and accessories to their full capacity.	Vendor to confirm			
36.2.6	Machining of NAS Test Piece. Vendor to supply Test pieces & tooling for its machining.	Vendor to confirm			
36.2.7	Successful Job prove out of BHEL component as per clause 34	Vendor to confirm			
36.2.8	Two weeks supervision of independent operation of machine by BHEL after job proveout.	Vendor to confirm			
36.2.9	Training of BHEL machine operators in operation of complete machine & accessories etc through association of the operator with vendor's expert during commissioning and job proveout during their stay at BHEL works.	Vendor to confirm			
37	PACKING:				
37.1	Sea worthy & rigid packing for all items of complete machine, CNC System, all accessories and other supplied items to avoid any damage/loss in transit. When machine is dispatched in containers, all small loose items shall be suitably packed in boxes.	Vendor to confirm			
38	GUARANTEE:				
38.1	Guarantee for 2 years of complete machine from date of issuance of final Erection & Commissioning (E&C) certificate issued by BHEL after successful completion of clause no.31 & 36. In case an item installed on offered machine fails during Guarantee period, that part has to be replaced free of cost by the vendor.	Vendor to confirm			
39	GENERAL : The vendor should submit the following information:				
39.1	Vendor to submit, along with offer, the reference list of the customers, to whom such machines have been supplied should be submitted with the offer, mentioning customer, M/c model, major specifications, CNC system, year of supply etc.	Vendor to submit details			

S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
39.2	The vendor should reproduce the specification and submit compliance / agreement / comment against each and every feature/item. Any deviation in the offer should be clearly highlighted against that particular item/feature.	Vendor to confirm			
39.3	Supplier should submit following details along with the technical offer :				
39.4	Total connected load of machine and its peripherals (KVA).	Vendor to submit details			
39.5	Floor area required (Length, Width, Height) for complete machine & accessories. Proper Layout drawing to be submitted along with the offer.	Vendor to submit details			
39.6	Weight of the machine and its major assemblies	Vendor to submit details			
39.7	Weight of the heaviest part & sub-assembly of the machine.	Vendor to submit details			
39.8	Dimensions of largest part/ subassembly/ assembly of the machine				
39.9	Hardness of the Guideways.	Vendor to submit details			
39.10	Size and details of the lead screws / ball screws.	Vendor to submit details			
39.11	Colour of the machine, RAL 6011, Apple Green (Polyurethane Paint)	Vendor to submit details			
39.12	Detailed catalogues , sketch / photographs of the m/c and accessories / attachments should be submitted with the offer.	Vendor to submit details			
39.13	Hydraulic, Pneumatic & oil pipings should be preferably metallic except places where flexible pipings are essential.All the pipes required for the same shall be included in the standard scope of the machine.	Vendor to specify			
39.14	Ladder, at suitable location, is to be provided to access the machine elements located at the top of the column as well as movement of operator from/ to Operator's platform in case of power failure or any other emergency.	Vendor to offer & confirm			
39.15	In case of order, vendor shall supply the preventive maintenance work schedule/ requirement/ charts for the complete machine.	Vendor to confirm			
39.16	Vendor shall send bi-monthly progress report with digital photographs of machine, its major components and Sub-Assemblies for appraisal of progress of the machine by BHEL.	Vendor to confirm			
40	NETWORKING:				
	Machine control should have necessary hardware and software including cables so that it is ready for interfacing with gigabit Ethernet Local Area Network with 100 MB/sec. speed available on machine on UTP cables for NC program and other related data transfer. This network to be connected to wide area network/Internet. The networking should have following capabilities:	Vendor to confirm			
40.1	The machine shall appear as a node in the Entire Network.(Network Neighborhood)	Vendor to confirm			
40.2	The program transfer shall be by simple copy and paste method provided sharing access is allowed between any PC and the machine across the network.	Vendor to confirm			
	The program transfer between CNC system and network should also be possible in CNC Mode.	Vendor to confirm			
40.3	The above capability of NC Program and other file/data transfer across network shall be established and demonstrated by the vendor during machine commissioning.	Vendor to confirm			
41	MACHINE MONITORING SYSTEM (MMS) SIGNALS				
41.1	The supplied CNC system shall have OPC-UA compliance with valid licence.	Vendor to confirm			
42	PRE-QUALIFYING REQUIREMENT (PQR):				
42.1	Only those vendors (Original Equipment Manufacturer i.e. OEMs) should quote, who have supplied & commissioned at least at least three (3) numbers CNC Gantry Milling Machine of Table / Bed size (LXW) 6000 X 3000 mm or more, Vertical Ram Traverse (Z axis) : 1000 mm or more, Spindle Motor power 40 kw or higher rating to two or more different customers for similar applications in the past ten years (on the date of opening of Tender) and referred machine is presently working satisfactorily for more than one year after commissioning (on the date of opening of Tender). Vendor to submit PO Copy of the three supplied machines as referred above.	Vendor to accept & confirm			
42.2	Out of three supplied machines as referred to in Clause 42.1, at least one should have been supplied in the country other than country of origin or supplied in India. Vendor should submit proof of the same.				
42.3	The following information is to be submitted by the vendor about the company where referred machine has been supplied. This is required from all the vendors for qualification of their offer.				
42.3.1	Name of the customer(s)/ company(s) where referred machine is installed.	Vendor to inform			

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S.NO	FEATURES AS PER SPECIFICATIONS	REQUIRED	OFFERED	DEVIATIONS	REMARKS
42.3.2	Complete postal address of the customer(s).	Vendor to inform			
42.3.3	Month & Year of commissioning.	Vendor to inform			
42.3.4	Parameters of machine(s) supplied (Table size, Traverse of Z axis, Spindle motor power) and application for which the machine is supplied	Vendor to inform			
42.3.5	Name and designation of the contact person of the customer(s).	Vendor to inform			
42.3.6	Phone, FAX no. and e-mail address of the contact person of the customer(s).	Vendor to inform			
42.4	Performance certificate from at least two (2) customers regarding satisfactory performance of machine supplied to them as per Clause no. 42.1 (Original Certificate or Through E-mail directly from the customer). Performance certificate should clearly mention PO number. The original performance certificate may be returned after verification by BHEL, if required.	Vendor to submit			
42.5	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/incorrect, the offer shall be rejected.	Vendor to accept & confirm			

VPS

VIVEK PALSINGH
DY. MGR (DABG)
PROD.

Sumit

(Sumit Kumar
Dy. Mgr. (DABG))

G.S. Meena

(G.S. Meena
MGR. (WESS/CNC))

Chagga

(Sachin Meena
Dy Mgr. / NCT)

Pranish

(Ravendra Kumar
Dy. Mgr. (WEX-BL2))

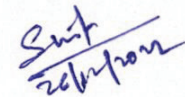
Activity Schedule for CNC Gantry Milling Machine

Indent No. 20222417 ; dated 27.12.2022

Material code: ZWA030401011

Name/Address & other details of Bidder:-

Sl. No.	Activity	Activity Time in Weeks	Remarks if Any
1	Acceptance of PO		
2	Submission of Documents necessary for getting manufacturing clearance like Civil Drawing, Foundation Drawings and other layouts drawings	4	
3	Comments on Documents from BHEL	2	
4	Final Layout drawings submitted by the vendor		The upper cap limit for activity mentioned in sl no. 4 shall be 12 weeks, however if any bidder wants to quote less than 12 weeks, than he can quote in left column else the activity time given by BHEL as 12 week shall be final.
5	Manufacturing Time of Machine		
6	Inspection Call by Vendor		At least 45 days before the PDI date
7	Pre- Dispatch Inspection by BHEL and dispatch clearance	2	
8	Machine Dispatch after dispatch clearance		
9	E&C at site		



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

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1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

**THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



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- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.



BHARAT HEAVY ELECTRICALS LIMITED

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If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.

h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.

i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

j) Currency of Evaluation shall be INR.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

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

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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."

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.



BHARAT HEAVY ELECTRICALS LIMITED

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General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) DELIVERY IN CASE OF REJECTION: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) DELIVERY AGAINST BANK DOCUMENTS: In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availing of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version June-2021, Rev: 06)****i) The loading criteria for the different payment terms shall be as under:**

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

11. TAXES & DUTIES.

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by

BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for



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evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. 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 or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.



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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.



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- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or its 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 or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate



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(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents 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 found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.

8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.



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

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.



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E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

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

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,



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then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 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/procurement-policy-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.

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 bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
 1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



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occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923."

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.



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1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of purchase order until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows: -

Quotation against Enquiry No. _____ Dated: _____

Due on: _____

To,
THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

- TENDER BOX is located at TENDER ROOM, Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



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- C) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- D) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- E) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- F) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- G) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.

H) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.

I) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.

J) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

If the counter offer is to be given to other qualifying Vendor(s) (e.g. in case of splitting of order, MSE Vendors or the case of Purchase preference to make in India), then the basic price for each qualifying vendor has to be calculated taking the landed cost of the L1 vendor as reference. Basic price will be calculated by working backwards from the landed cost of L1 vendor in following manners;

(1) Counter offer in case of MSE Vendor(s) or the case of Purchase preference to make in India:

Landed cost of L-1 vendor will be reduced by notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

(2) Counter offer in case of Splitting:

Landed cost of L-1 vendor will be reduced by custom duty and notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

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If the basic price so computed is less than the basic price of the L1 vendor, then this basic price shall be counter offered, otherwise the basic price of L1 vendor shall be counter offered.

- K) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.
- L) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- d) In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, **0.25 %** (of CFR Value) towards port handling charges & **1.5 %** (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- e) However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded **2.0%** (of FOB Value) towards sea freight, **0.25%** (of FOB Value) towards port handling charges & **1.5%** (of FOB value) towards inland freight for

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ascertaining the landed cost to decide the comparative status of the prices.

f) Basis of Evaluation for Bid / Quotation in foreign currency:

1. Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:
2. Single part bid – Date of tender opening.
3. Two / Three-part bid – Date of part 1 opening.
4. Reverse auction – Date of part-1 opening.

Note: - Financial evaluation of L1, L2 ----- status will be on the basis of Landed Cost to BHEL.

f1) Currency of Evaluation shall be INR.

g) Evaluation of Indian Agents Commission:

1. BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
2. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
3. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

h) While submitting your bids please clearly indicate:

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

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

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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."

8. DELIVERY TERMS.

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).

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- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- i) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- II. Notify party: Name and address will be as follows :(For discharge port Mumbai or Nhava Sheva)
Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005
Email: msseahwr@bhel.in & ppximx@bhelh.in (in case of Sea Shipments)
Email: msair@bhel.in and ppximx@bhel.in (in Case of Air shipments)
For latest updating please refer our web site: <https://hwr.bhel.com>
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of shipments other than FOB, OBL should mention the container detention free period.

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VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL-Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

"In case of CFR shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of LD, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of LD."

"In case of FOB shipment, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date. The delay in shipment due to late intimation to BHEL nominated freight forwarder

and not attributable to BHEL will be considered for application of LD".

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) The delivery date for LD purpose will be the Bill of Lading Date/Air way bill.
- g) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

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- e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

The loading criteria for the different payment terms shall be as under:

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days difference i.e difference between 120 days and usance period if the usance period is < 120 days.
Advance	Delivery Period + 120 Days -Advance Payment Days

11. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit / performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL

consortium banks and the bank charges for such confirmation will be borne by the bidder.

12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. 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 or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

13. QUALITY REQUIREMENT.

Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

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14. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

15. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

16. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/ AWB, Invoice value etc.) to Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

17. PHYTOSANITARY CERTIFICATE:

- a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer / dispatch documents that the required phytosanitary certificate will be submitted.
- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part

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thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.

- i) Change in law/ government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement;
- b) mitigate the effect of any Force Majeure Event; and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in the P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. 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

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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 or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

JURIDICTION: The courts of New Delhi, India, shall have exclusive jurisdiction.

22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.
- g) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- h) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.
In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

23. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

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- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
 - 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
 - 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference:
Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -
- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local
 - supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
 - b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

- c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.
- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19:-
- a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –
- b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

24. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 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/procurement-policy-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.

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 bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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25. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
 1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble

shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/-(Rs. Ten Lakh).
- (ii) In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh).

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employees Compensation Act, 1923."

- f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.

Annexure (Non-Disclosure Agreement)

1

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____(Name of the Vendor),, having its registered offices in _____(Address of Vendor), registered under the no. _____ of the Companies' register of _____(Name of Place and Country), capital stock of _____(Value), with a place of business in _____(Name of Place and Country) (hereinafter referred to as "_____(Name of Vendor)" which expression shall unless repugnant to the context shall include its successors & assigns.

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") which expression shall unless repugnant to the context shall include its successors & assigns. hereinafter also referred to individually as "the Party" or collectively as "the Parties".

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Tender Enquiry No..... also mentioned in Exhibit 1;

B) It is anticipated that during the possible discussions it may be necessary for BHEL to share certain confidential and proprietary information in written, oral, visual and/or physical/sample/ form to the other party (collectively "**Proprietary Information**", more fully detailed in clause 1 herein below) for the purpose of enabling the parties to interact and deliberate the aforementioned order and take it further (hereinafter referred to as "**Purpose**")

The parties desire to protect such Proprietary Information and ensure that it is not disclosed to any third party without the permission of the party disclosing such Proprietary Information;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature disclosed by BHEL (hereinafter called the “Disclosing Party”) to the vendor) hereinafter called the “Receiving Party”), including but not limited to, commercial information, knowhow and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the Disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential/proprietary at the time of sharing the same.

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing Party :

- identifies the Information as Proprietary at the time of original disclosure,
- summarizes the Proprietary Information in writing.

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. The Disclosing Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the Disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the Indian laws and regulations.

4. The Receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that it receives from the Disclosing Party shall:

- a) be protected and kept in strict confidence by the Receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
- b) be only disclosed to and used by those persons within the Receiving Party's organization who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder;
- f) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement.

5. Any Proprietary Information and copies thereof disclosed by the Disclosing Party to the other shall remain the property of the Disclosing Party and shall be immediately returned or destroyed by the Receiving Party upon request or upon expiry of this Agreement.

6. The Receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the Receiving Party can prove that:

- a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
- b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
- c) it has been lawfully received from a third Party without breach of this Agreement; or
- d) it has been or is published without violation of this Agreement; or
- e) disclosure of such proprietary information is required by Law or by a court of competent jurisdiction.

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
 8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the Disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the Disclosing Party's Government.
 9. The disclosure of Proprietary Information under this Agreement by the Disclosing Party to the Receiving Party shall not be construed as granting to the Receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.
 10. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the Receiving Party before the effective date, shall also be protected under this Agreement.
- It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information
11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the Receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
 12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.
15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to _____ (**Name of Vendor**) shall be made at the following address:
- (Complete Address of Vendor)**
- Attention: Mr. _____ (**Name of the Authorised Person of Vendor**)
- Notices to BHEL shall be made at the following address:
- BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India]

Attention:

(Name of the PPX Incharge)

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of
BHEL

By:

Title:

Signature:

19. No failure or delay by either party in exercising on enforcing any right, remedy or power here under shall operate as a waiver hereof.

20. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portion hereof shall remain in full force & effect.

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ (**Name of Vendor**) and
BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Servicesfor which the Enquiry issued
 / Purchase order to be placed

_____ (**Name of Vendor**) list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)** and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For **(Name of Vendor)**

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

Note:

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

Details of contact person(s):

(1)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____

(2)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.


17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director

Tel: 23063211

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Tender Enquiry No. 2748/C/6580/2022/2417/T2 for CNC GANTRY MILLING MACHINE-01 Nos



SCHEDULE OF COMMERCIAL DEVIATION

Name of Bidder :-

Please fill here

The following are the deviations/ variations exception from the General Terms and Conditions:

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions

- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled

Place: -

Date: -



SCHEDULE OF TECHNICAL DEVIATION

Name of Bidder :-

Please fill here

The following are the deviations/ variations exception from the Specification:

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be In compliance with the General Terms and Conditions & Specifications

If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

Place: -

Date: -

UNPRICE BID FORMAT**For import supply**

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
CNC GANTRY MILLING MACHINE (Item wise break up to be provided as per Tender Enquiry and Scope of Supply)	No.	01 No	
Total Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers as per technical specifications			
Packing & Forwarding charges (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total CFR / CPT cost =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)			

For indigenous supply

Description	Unit of Measure ment	Total Qty (No.)	Unit Price (in Indian rupees)	Total Price (in Indian rupees)
CNC GANTRY MILLING MACHINE AS PER ENCLOSED SPECIFICATION (Item wise break up to be provided as per Tender Enquiry and Scope of Supply)	No.	01 No.		
Total Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.				
Total Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.				
Training of BHEL Engineers as per technical specifications				
Packing charges				
Forwarding charges				
Freight up to BHEL Haridwar stores				
GST on total supply value (mention applicable rate of GST)				
Total supply cost at BHEL Haridwar =				
** Total commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)				
GST on commissioning charges (mention applicable rate of GST)				

SPECIAL NOTE:

1. EACH BIDDER HAS TO UPLOAD UNPRICE BID FORMAT ALONG WITH TECHNICAL BID SUBMISSION OF THIS FORMAT BY MENTIONING **QUOTED** WHERE PRICE HAS BEEN ASKED TO QUOTE AND **CLEARLY MENTION THE APPLICABLE TAXES AND DUTIES** IN THE ABOVE-MENTIONED UN-PRICE BID FORMAT.

COST OF WITHDRAWAL DEVIATION SHEET**SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION****Tender Enquiry No. 2748/C/6580/2022/2417/T2 for CNC GANTRY MILLING MACHINE****ITEM:- CNC GANTRY MILLING MACHINE****NAME OF VENDOR:-**

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATIO N/ TENDER DOCUMENT	COMPLETE DESCRIPTIO N OF DEVIATION	COST OF WITHDRAWL OF DEVIATION IN RUPEES)	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE)
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TECHNICAL DEVIATIONS

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE

NOTES:

1. Cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.

4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, if a bidder chooses not to give any cost of withdrawl of deviation loading as per GISTC, will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawl is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive), positive will be considered for evaluation and negative for ordering.

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

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure ----- together with it's Formats 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/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure ----- to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure ----- with effect from the date as intimated by BHEL to it.

Sanjay Kumar