

**ADDITIONAL TERMS & CONDITIONS FOR FABRICATION / MANUFACTURE OF COMPONENTS AND ASSEMBLIES ON FREE ISSUE ITEMS.**

1) Material / components will be issued through delivery challan under GST regime.

**2. ISSUE's WITH RESPECT TO FREE ISSUE ITEMS FROM BHEL:**

1. Material shall be issued in form of raw material & components as mentioned in the technical scope with adequate allowance as per prevailing engineering practice against suitable security against FIM (BG).

2. It shall be the responsibility of Subcontractor to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises.

3. Any wrong material collected should be immediately communicated for remedy. Excess material collected should be immediately returned in the usable form.

4. Material issued for job work shall be taken back only in exceptional circumstances and upon written request of vendor with due justification.

5. The cost of rework or rejection, and any cost of freight incidental to such work will be to the Subcontractor's account. The cost of rejected/damaged raw material shall be recovered from the supplier at the rate(s) as declared in free issue material details ["A" Form]

6. In cases wherever availability of material becomes critical for certain work order, BHEL has the right to either take back or transfer the balance, material available with the Subcontractor to other, with due material accounting.

7. Supplier has to ensure the return of all the free issue material issued by BHEL either in assembled or in raw form if left unused to BHEL.

8. If any vendor is under hold by BHEL/Customer on enquiry due date then its offer shall be technically rejected. Decision of BHEL shall be final in this regard.

**3. SECURITY AGAINST MATERIAL FOR LABOUR BASIS/MIXED BASIS JOBS :**

**The vendor would be required to furnish Security against Free issue material (FIM) as follows, Security against Free issue material (FIM) shall be for 30% cost of free issue material which will be issued at single lot of 14 sets (Refer A-form) subject to maximum Security against Free issue material of Rs 30 lakhs.**

**(A) Mode of Security against Free Issue Material:** Security may be furnished in the following forms:

(i) **Local cheques** of Scheduled Banks (subject to realization)/ **Pay Order/ Demand Draft/ Electronic Fund Transfer** in favour of BHEL.

(ii) **Bank Guarantee** from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

(iii) **Fixed Deposit Receipt** issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the **name of the Contractor, a/c BHEL**).

(iv) **Securities available from Indian Post offices** such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, **in favour of BHEL**).

(v) **Insurance Surety Bond.**

(Note: Security deposit does not carry any Interest. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

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- a) In case of "Security against material" is in the form of Bank Guarantee or Insurance Surety Bond, the claim date shall extend beyond a minimum period of 3 months from validity date. The BG is to be furnished in prescribed Performa and from BHEL Consortium Banks only (available with ASC division & hosted in B2B website of BHEL, Bhopal).
- b) "UNDERTAKING FOR FREE ISSUE MATERIAL" on plain paper / letter head from vendors to be submitted (where security against FIM (BG) of less than free issue material is proposed) which will be a part of every enquiry refer attachment.
- c) Solvency certificate of equivalent amount of free issue material.

**Note:** - The security against FIM (BG) is to be furnished in prescribed Performa and from BHEL approved Banks only (available in B2B site).

In case issual of material gets delayed because of non-submission of security against FIM (BG) BHEL reserves the right to cancel the order and suitable action as per suspension of Business Guidelines shall be taken on vendor. Pls refer B2B site for full details for BG system. A declaration to be submitted for balance value of free issue items.

In case the running/ pending bills equivalent to the Security required against the free-issue material, are available with BHEL, the equivalent amount of the bills may be withheld as security (instead of seeking a BG due to any issue) based on mutual agreement with the supplier.

The raw material /components/sub-assemblies listed in enclosed free-issue material statement ("A" form) for the item(s) described in enquiry, shall be issued as Free Issue Material (FIM) by BHEL under rule-55(1)-(B),(C) and (D) of central goods and service (CGST) rules 2017 against valid **Security against FIM**, to be furnished covering cost of material proposed to be issued. Cost of any other inputs shall be borne by the supplier and are deemed to be included in the scope of supply/quotation. In case issuance of material gets delayed because of non-submission of **Security against FIM**, BHEL reserves the right to cancel the order. Pls. refer B2B site for full details. A declaration to be submitted for balance value of free issue items & solvency certificate to be submitted

In case of order, the vendor would be required to furnish **Security against FIM** as follows, if not stated otherwise in the main Enquiry.

**B) Forfeiture of Security against Free Issue Material:**

The Security against FIM will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. The breach of contract may be due to non-returning, rejection of material etc.

The Security against FIM will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

**C) Undertaking for Free Issue Materials and Solvency certificate:**

All vendors have to necessarily submit "Undertaking for Free Issue Materials", as per sample form no. BP205515 (annexure XV).

All vendors have to necessarily submit "form for solvency certificate" as per sample form no. BP205516 annexure XVI)

**Kindly refer B-2-B vendor portal website of BHEL Bhopal for further details of GTC, BG format and solvency certificate.**

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#### **4. BHEL RESERVES RIGHT TO CANCEL**

- i. Our requirement part or full at any stage of the tender finalization (or) even after finalization of tender. PO may be short close at any point depending upon order BHEL book position.
- ii. Or forfeit the chance in tender, if any vendor(s) found to be “unsatisfactory” during our assessment processes/non-compliance of statutory requirements etc. as required for “vendor registration” during/after the processes of finalization of contract.
- iii. The order(s), if any vendor (s) found to be “unsatisfactory” during our periodical assessment processes / review of assessment processes/ non-compliance of statutory requirements etc. as required for “vendor registration” during the execution of order(s).
- iv. May Divert order(s) in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/delay in supply or failure to meet order delivery schedule / in-sufficient amount of bank guarantee/non-execution of orders by vendor (s). as per BHEL rules/current practice.
- v. In case L-1 supplier or any supplier after finalization of rate contract is not maintaining supply within stipulated contractual delivery, the balance quantity may be distributed in order of merit.
- vi. The contract or forfeit the chance in tender, if any vendor (s) disposed off units/found to be sick/ running under unrest/ declared insolvency /nonrenewal lease deed during/ after finalization process/ during the validity of the contract without assigning any reasons thereafter.
- vii. The offers of the vendor who are in banned list and offers of those firm who engaged with the services of banned firm the offers shall be summarily rejected. If the vendor is found in banned list of BHEL at later stage the PO shall be cancelled. The list of all banned firm is available in BHEL internet site at [www.bhel.com](http://www.bhel.com).

Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.

Any deviation to BHEL NIT conditions and BHEL std practice will be suitably loaded as per BHEL current loading factors to arrive at total cost to BHEL to decide Total Landed cost to BHEL to arrive at L-1 status

Apart from the above, terms & conditions of indigenous enquiry and purchase order issued by material management department vide BP -200102A (latest revision), MM 5527 rev-03(latest revision) respectively will also be applicable (already available with the suppliers and hosted in B-2-B site <http://www.bhelbpl.co.in/mm/> ).

Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be accepted by the vendors in Part-1 offer. Offers/Bids/Quotations may be rejected without acceptance /submission of same.

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.

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## **5. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS**

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

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

## **6-BREACH OF CONTRACT :**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee or BG or vendors bills available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

## **7- SPLITTING OF ORDER QUANTITY:**

Total quantity of 56 sets shall be distributed in two vendors in the ratio of 65%:35% (36 sets : 20 sets). Counter offer at L1 rate shall be given to L2 vendor. In case, they accept order shall be placed on them. In case, they do not accept others vendors shall be approached as per tender ranking. In case, no other vendors accept L1 rates, full quantity shall be ordered on L1 vendor.

BHEL intends to split total tendered quantity in N-1 vendors, subjects to maximum no. of required vendors. BHEL also reserves the right for distribution between two vendors in case of only two qualified bidders.

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## **8- DELIVERY CLAUSE**

56 sets of Bushing shield (FIM) shall be sent in 4 lots i.e. 14 sets bushing shield shall be sent in a single lot to vendor. Hence there shall be total 16 lot. Supplier to supply Bushing shield as detailed below:

Lot 1-4 sets Bushing shield within 25 days from the date of internal quality clearance given to vendor by BHEL after receipt of FIM at their works.

Lot 2-4 sets Bushing shield within 25 days from the delivery of first lot.

Lot 3-3 sets Bushing shield within 20 days from the delivery of second lot.

Lot 4-3 sets Bushing shield within 20 days from the delivery of third lot

Total qty.	Material Issued by BHEL in 4 Lots	Lots	Delivery terms
56 sets	Lot 1-14 sets	Lot 1- 4 sets	Within 25 days from the date of internal quality clearance given to vendor by BHEL.
		Lot 2- 4 sets	Within 25 days from the delivery of first lot.
		Lot 3- 3 sets	Within 20 days from the delivery of second lot
		Lot 4- 3 sets	Within 20 days from the delivery of third lot
	Lot 2-14 sets	Lot 1- 4 sets	Within 25 days from the date of internal quality clearance given to vendor by BHEL.
		Lot 2- 4 sets	Within 25 days from the delivery of first lot.
		Lot 3- 3 sets	Within 20 days from the delivery of second lot
		Lot 4- 3 sets	Within 20 days from the delivery of third lot
	Lot 3-14 sets	Lot 1- 4 sets	Within 25 days from the date of internal quality clearance given to vendor by BHEL.
		Lot 2- 4 sets	Within 25 days from the delivery of first lot.
		Lot 3- 3 sets	Within 20 days from the delivery of second lot
		Lot 4- 3 sets	Within 20 days from the delivery of third lot
	Lot 4-14 sets	Lot 1- 4- sets	Within 25 days from the date of internal quality clearance given to vendor by BHEL.
		Lot 2- 4 sets	Within 25 days from the delivery of first lot.
		Lot 3- 3 sets	Within 20 days from the delivery of second lot
		Lot 4- 3 sets	Within 20 days from the delivery of third lot

**ANY DEVIATION TO ANY POINTS OF THIS ANNEXURE OR ENQUIRY SHOULD BE CLEARLY MENTIONED IN OFFER. OTHERWISE, IT WILL BE PRESUMED THAT SUPPLIER AGREES TO THESE CONDITION.**

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## **UNDERTAKING FOR FREE ISSUE MATERIALS**

**M/s Bharat Heavy Electrical Limited,  
Piplani, Bhopal-462022 ( M.P.)**

Whereas M/s Bharat Heavy Electrical Limited (hereinafter referred to as 'The Customer' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their office at Piplani, Bhopal-462 022, MP has entered in to a contract with **M/s.....** (hereinafter referred to as 'The Contractor' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia, in the above said Purchase order/various purchase orders and various documents forming part there of hereinafter collectively referred to as the 'Said Contract' which expression shall include all amendments, modifications and / or variation thereto. This will also include other future fabrication and machining orders placed by BHEL during below mentioned period.

AND WHEREAS the customer has agreed to supply to the contractor major portion of raw materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials/ components etc.) to be supplied by the customer to the contractor hereinafter for the sake of brevity referred to as the "Said Materials" shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon, machined/fabricated at the sole risk and expense of the Contractor.

Now Therefore in consideration of the pre-condition to the supply of the said materials by the Customer to the contractor, the Contractor hereby irrevocably and unconditionally undertake to compensate and keep compensated the customer from and against all loss, damage and destruction (inclusive but not limited) to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightening, explosion storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty workmanship, fabrication or faulty method or technique of fabrication, strike, riot, civil connection or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (Inclusive but not limit to misuse or misappropriation by the contractor and the contractor's servant and or agents) Whatsoever to or of in the said materials or any part of item thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to until the date of return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said material and undertake to pay to the customer forthwith on demand in writing without protest or demur the value as specified by the Customer of the said material or item or part thereof lost , damaged, destroyed, misused and / or misappropriated, as the case may be , together with the Customers costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs/ or expenses) upto and aggregate limit of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and/or additional value of material, if supplied to contractor.

1. The Undertaking shall be a continuing/ Undertaking and shall remain valid and irrevocable for all claims of the purchaser arising hereunder upto and until the midnight of ..... However, if the Contract for which this Undertaking is given is not completed by this date Contractor hereby agrees to extend the Undertaking till such time as is required to fulfill the Contract.
2. This Undertaking shall not be determined on change of constitution or insolvency of the Contractor but shall be in all respects and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms hereof.
3. The mere statement or allegation made by or on behalf of the customer in any notice or demand or other writing addressed to the contractor as to any of the said material or item or part thereof having

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been lost, damaged, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication/ machining works and handing over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be , while in the custody of the Contractor and / or prior to the completion of the fabrication/ machining/processing works and handing over the completed job thereof incorporating the said materials without necessity on the part of the customer to produce any documentary proof or other evidence whatsoever in support of this.

4. The amount stated in any notice of demand addressed by the customer to the Contractor as to the value of such said materials lost, damage, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as also of the amount liable to be paid to the customer without producing any voucher, bill or other documentation or evidence whatsoever in support thereof.

The undersigned has full power to execute this undertaking on behalf of the Contractor under the capacity as Chairman & Managing Director/ owner/partner of the Company.

**Place :**

**Date:**

**Witnesses**

**For (Co. name) \_\_\_\_\_**

1. **Signature .....**

**Name .....**

**Address.....**

**Signature.....**

**(Name, sign & seal of Co.)**

2. **Signature .....**

**Name .....**

**Address.....**

Seal & Signature of Vendor (for acceptance)



BP 200102B

# HEAVY ELECTRICALS PLANT, BHOPAL

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	<b>General:</b>
1.1	<p>These General terms &amp; conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.</p> <p>In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:</p> <ol style="list-style-type: none"> <li>Amendments to Purchase Order/ Framework Agreement</li> <li>Purchase Order/ Framework Agreement</li> <li>Letter of intent (LOI)/ Letter of Award (LOA)</li> <li>Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions</li> <li>Corrigenda to NIT, with those of later date having precedence over those of earlier date</li> <li>Original NIT and annexures except documents listed in point no (vii) to (ix) below</li> <li>Technical specifications including their annexures</li> <li>Special Terms and condition of Enquiry (STC)</li> <li>General Terms of Enquiry (GTC)</li> </ol>
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
2.1	<p><b>Through eProcurement</b></p> <ol style="list-style-type: none"> <li>Interested bidders / suppliers shall submit their offer through e-procurement mode at <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a></li> <li>Offers in any other mode will not be accepted.</li> <li>Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a>.</li> <li>In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal.</li> <li>Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity.</li> <li>Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.</li> </ol>
2.2	<b>Through tender room (Conventional tender)</b>
2.2.1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry.</p> <p>Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.</p> <p>The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.</p>
2.2.2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in &amp; signed; and <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2<sup>nd</sup> Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
2.2.3	<p>Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.</p>
2.2.4	<p>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the</p>





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



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



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	<p>9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</p> <p>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than <b>15</b> years.</p> <p>9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</p> <p>9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</p> <p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum <b>14 days' detention free period</b> from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be <b>loaded</b> for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>
4	<b>Bidder's particulars &amp; logistics information (Bidder to give details against each of the provisions)</b>
4.1	Name of the bidder's executive to deal with this tender / project
4.2	E-mail address of the contact person
4.3	Telephone no. of the contact person
4.4	Name of location from where the goods shall be offered for inspection and dispatch
5	<b>Additional logistics information for Imports</b>
5.1	Bid currency
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
5.4	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)
5.5	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)
5.6	Approx. distance in km. from Bidder's works to Port of Loading
6	<b>Delivery Schedule &amp; Completion date</b>
6.1	<p>i. Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.</p> <p>iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a></p>
6.2	<p>In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.</p> <p>For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).</p>



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6.3	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
7	<b>Transit Insurance</b>
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
8.1	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	<b>Penalty for Late Delivery</b>
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery . Total undelivered order value above shall be item wise, lot wise order value of PO .  Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply (Milestone delivery terms) , the LD clause will be separately mentioned in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder ( at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	<b>Indian Agents and Agency commission</b>
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.



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10.3	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.		
10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.		
11	<b>Documentation:</b>		
11.1	<b>Indigenous Purchase</b>		
	<p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. <b>Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at <a href="https://bpl.bhel.com/mm/">https://bpl.bhel.com/mm/</a>. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.</b></p> <ol style="list-style-type: none"> <li>1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter),</li> <li>2) Consignee copy of LR &amp; 2 sets each of Packing list,</li> <li>3) Test certificate, Guarantee / Warranty certificate,</li> <li>4) O &amp; M manuals (where applicable)</li> <li>5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.</li> <li>6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate</li> <li>7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure</li> </ol> <p>The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))</p>		
11.2	<b>Foreign Purchase — Imports</b>		
	<p>Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <ol style="list-style-type: none"> <li>1. Express / Original 'Clean on board' Bill of Lading / AWB.</li> <li>2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li> <li>3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.</li> <li>4. One set of Original Test Certificates and O&amp;M Manual where called for.</li> <li>5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li> <li>6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:</li> </ol> <table border="1"> <tr> <td> AGM (M.S)  Regional Operations Division BHEL  14<sup>th</sup> Floor Centre-1  World Trade Centre, Cuffe Parade  Mumbai 400 005 INDIA  Email: <b>msseabpl@bhel.in</b> (In case of Sea freight)  <b>msair@bhel.in</b> (In case of Air freight) </td> <td> DGM (FIN- FP)  4<sup>th</sup> Floor, Administrative Bldg.  BHEL Bhopal - 462022 (India)  E-mail : <b>fin_fp.bpl@bhel.in</b> </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at <b>mmfe.bpl@bhel.in</b></p> <ol style="list-style-type: none"> <li>7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB &amp; documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at <b>mmfe.bpl@bhel.in</b> as well as at <b>msseabpl@bhel.in</b> (for Sea shipment) or <b>msair@bhel.in</b> (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.</li> </ol> <p>In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <ol style="list-style-type: none"> <li>i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (<b>mmfe.bpl@bhel.in</b>) of BHEL Bhopal shall be clearly</li> </ol>	AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <b>msseabpl@bhel.in</b> (In case of Sea freight) <b>msair@bhel.in</b> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <b>fin_fp.bpl@bhel.in</b>
AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <b>msseabpl@bhel.in</b> (In case of Sea freight) <b>msair@bhel.in</b> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <b>fin_fp.bpl@bhel.in</b>		





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



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	<p>The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount.</p> <p>Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.</p>
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
15.1	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	<b>Payment Terms-</b>
16.1	<p><b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for Micro &amp; Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>
16.2	<p><b>Foreign:</b> 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90<sup>th</sup> day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.</p>
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	<p>Foreign bidders to submit declaration of <b>Permanent Establishment and Business Connection (PEBC)</b> for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.</p> <p>In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.</p>
16.5	Foreign bidders to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	<b>Inspection of Goods</b>
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
17.2	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract.</p> <p>Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>
17.3	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
17.5	<p><b>REJECTION:</b></p> <p>If any goods are rejected, BHEL shall be at liberty to take action as per following:</p>



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





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	<b>IMPORTS</b> 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. <b>COMMON LOADING FOR IMPORTS &amp; INDIGENOUS that will be added for arriving the "Total Cost to BHEL"</b> A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC B. Loading for payment terms as per clause 16.1 of GTC
20	<b>Variation of orders</b>
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	<b>Sub-contract</b>
21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	<b>Recovery / deductions of amount from supplier</b>
22.1	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	<b>Safety clause for purchase orders</b>
23.1	<p>The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection.</p> <p>The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected.</p> <p>If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.</p>
24	<b>Non-Disclosure Agreement</b>
24.1	<p>All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <b><u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></b></p> <p>DRAWINGS, PATTERNS &amp; TOOLS: All drawings, patterns &amp; tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns &amp; tools should be returned to BHEL within 90 days of issue of the same.</p>
25	<b>Settlement of Disputes &amp; Arbitration</b>
25.1	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
25.3	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
25.4	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.</p>



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	<p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. Administrative Mechanism for Resolution of CPSEs Dispute as stated in <a href="https://dpe.gov.in/guidelines/guidelines/chapters/2673">https://dpe.gov.in/guidelines/guidelines/chapters/2673</a>.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."</p>
25.5	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
26.1	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	<b>Performance Bank Guarantee (PBG)/ Security Deposit (SD):</b>
28.1	<p>Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT , the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract.. Performance security is to be submitted by the date specified in the contract.</p> <p>Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p><b>Forfeiture of Performance Security:</b></p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
28.2	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
28.3	Wherever the contract is for supply of Goods processed on labor basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted



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28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser
28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	<p><b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) –</b></p> <p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p> <p>It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.</p> <p>As per the OM No. F. No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small &amp; Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.</p>
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	<p>In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).</p> <p>A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p> <p>In case of indivisible tender, the full quantity shall be awarded to L1.</p>
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to



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	<p>be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>																								
30	<p><b>Integrity Pact (IP) — Independent external monitors (IEM)</b></p> <p>For tenders in which integrity pact is applicable, following points stand valid :</p>																								
20.1	<p>IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <div><div><p>Name: -----</p><p>Address: -----</p><p>E-mail : -----</p></div><div>}</div><div>As indicated in NIT / enquiry</div></div>																								
30.2	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>NOTE:</b> No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p><b>For all clarifications/ issues related to the tender, please contact:</b></p> <table><tr><td></td><td>( 1 )</td><td>( 2 )</td></tr><tr><td><b>Name</b></td><td></td><td></td></tr><tr><td><b>Landline No.</b></td><td></td><td></td></tr><tr><td><b>Mobile No.</b></td><td></td><td></td></tr><tr><td><b>Email</b></td><td></td><td></td></tr><tr><td><b>Dept.</b></td><td></td><td></td></tr><tr><td><b>Address</b></td><td></td><td></td></tr><tr><td><b>Fax</b></td><td></td><td></td></tr></table>		( 1 )	( 2 )	<b>Name</b>			<b>Landline No.</b>			<b>Mobile No.</b>			<b>Email</b>			<b>Dept.</b>			<b>Address</b>			<b>Fax</b>		
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31	<p><b>Fraud Prevention Policy :</b> The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p><b>Integrity Commitment:</b> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>Integrity commitment, performance of the contract and punitive action thereof :</b></p>																								
32.1	<p><b>Commitment by BHEL:</b></p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
32.2	<p><b>Commitment by bidder / Supplier / Contractor :</b></p>																								



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32.2.1	<ul style="list-style-type: none"> <li>- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.</li> <li>- The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL</li> <li>- The bidder / supplier / contractor will perform / execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.</li> </ul>
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.
32.2.3	<p><b>Preventive checks to eliminate suspected cartel formation between suppliers</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines</p> <p><b>Declaration by Bidders</b></p> <p>We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____</p> <p>2.0 _____</p> <p>3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">( _____ ) For M/s _____ Seal and Sign</p>
33	<p><b>Public Procurement (Preference to Make in India), Order 2017</b></p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable</p> <p>For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p><b>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</b></p>
34	<b>RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines</b>
34.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
34.2	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
34.3	<p>Bidder from a country which shares a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a county; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> </ol>





BP 200102B

## HEAVY ELECTRICALS PLANT, BHOPAL

### GENERAL TERMS AND CONDITIONS OF ENQUIRY

	<p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>
34.4	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation –</p> <p>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>
34.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.6	<p>Model certificate for Tenders</p> <p><i>“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [ Where applicable , evidence of valid registration by the Competent Authority shall be attached].”</i></p>
35	<p>Conflict of Interest:</p> <p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.</p> <p>There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal; or</p>



BP 200102B

## HEAVY ELECTRICALS PLANT, BHOPAL

### GENERAL TERMS AND CONDITIONS OF ENQUIRY

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

**Note:**

1.0 Tender Specific conditions shall override relevant provisions of this GTC

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

<b>Techno-Commercial Bid</b> <b>(To be filled by supplier and submit with offer)</b>		
<b>Tender No.</b>		<b>2025_BHEL_45626_1 (E6943037)</b>
<b>Description :</b>		MOULDABLE PRESSBOARD INSULATED BUSHING SHIELD AS PER ENCLOSED DRAWING NO :24981900038.
<b>Sr. No.</b>	<b>ELEMENTS</b>	<b>To be offered/confirmed by supplier</b>
1	Supplier Code (registered with BHEL)	
2	Supplier Name	
3	GSTIN NO.	
4	PAN NUMBER	
5	QUOTATION REFERENCE	
6	CONTACT PERSON	
7	E-Mail	
8	PHONE	
9	MOBILE	
10	ADDRESS	
11	QUOTATION VALIDITY shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.	
12	Price Basis as per NIT (Yes/No)	
13	Are you registered under MSMED ACT 2006 as small or micro	
15	Terms of Delivery (Note : In case of deviation from NIT terms, your bid shall be suitably loaded to derive HESG rate).	
16	Dispatch Mode	
17	Supply from (City Name, State / UT)	
18	Delivery Point (City Name, State / UT)	
19	PLEASE SPECIFY DELIVERY IN NUMBER OF WEEKS (in case of deviation from NIT) DELIVERY REQUIREMENT - As per clause no.8 of NIT	
20	Acceptance of technical Specifications as per enquiry (Yes/No). Any deviation to be clearly mentioned.	
21	Security for Free issue material (Material value as per A-form) as per clause no. 3 of NIT.	
22	Rate quoted are inclusive of all (P&F, Insurance and Freight) except taxes as per attached BOQ. Confirm (Yes/No)	
23	Acceptance of General terms & conditions BP200102B.	
24	Local content certification to be attached alongwith bid (Yes/No)	
25	To & Fro Transportation shall be in the scope of bidder(Yes/No)	
26	UDYAM registration certificate to be attached alongwith bid (Yes/No)	
27	GST % applicable on item	



(Print on letter head of your company)

**Subject: - Certification regarding local content- Public Procurement (Preference to Make in India)**

Reference: - Tender Enquiry No-.....

Name of items: - .....

Dear Sir,

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

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT and we qualify as..... (Class-I/ CLASS-II/Non-Local supplier-fill in one which is applicable) local supplier.

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


I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Yours very truly,

Authorized signatory

(Name of Company)

A-FORM



FORM NO BP-0021

BHARAT HEAVY ELECTRICALS LIMITED - BHOPAL

MM DEPARTMENT

ESTIMATE SHEET FOR ISSUE OF MATERIAL/COMPONENTS FROM BHEL

A-FORM NO : A206B17

REV NO : 0

A-FORM DATE 07-FEB-25

DATE : 07-FEB-25

PAGE : 1 / 1

DEPARTMENT : 206

PROJECT : POWER GRID CORP

PO NO : A206B17

END PRODUCT : BUSHING SHIELD

INDENT NO : 240644089

WORK ORDER NO :

PO DATE :

DELY REQD : 24072025

INDENT DATE : 05022025

MATERIAL ISSUE DIV : 206

SUPP CODE :

SUPP NAME :

DETAILS OF FINISHED GOODS

A-SLNO	PO IT NO	PI IT NO	QUANTITY REQUIRED	UNIT	SHOP NO	DEST CD	COST CD	H.CELL
--------	----------	----------	-------------------	------	---------	---------	---------	--------

DESCRIPTION OF SUB-ASSEMBLY/ITEM & WEIGHT/VOLUME/AREA

FREE ISSUE MATERIAL PER UNIT OF FINISHED GOODS

MATL CODE	QTY PSL UNIT	PSL UNIT	RATE PSL UNIT	TOTAL MATL TO BE ISSUED	ISSUE PSL/ UNIT	SMIV/ PPMIV NO	MATERIAL VALUE	TARRIF HEAD	MATL ISSUE QTY
-----------	--------------	----------	---------------	-------------------------	-----------------	----------------	----------------	-------------	----------------

DESCRIPTION OF FREE ISSUE MATERIAL AND WEIGHT /VOLUME/AREA

	1	0	1		56.000	ST	206	206	206	206
BUSHING SHIELD										
NA	1.0000	ST	150000.000	56.00	ST	WIP	8400000.000		1.0000	

BUSHING SHIELD SHALL BE RETURN AFTER PRESS BOARD INSULATION.

REMARKS

BUSHING SHIELD SHALL BE RETURN AFTER PRESS BOARD INSULATION.

AFORM TOTAL 8400000.000

TOTAL NO OF CANCEL ITEM 0

*Parvatal*  
*07/04/25*

1 MATERIAL TO BE ISSUED ON :-	FREE ISSUE BASIS	SIGNATURE OF INDENTOR	SIGNATURE OF ASC EXECUTIVE
2. TRANSPORT TO BE PROVIDED BY :-	SUPPLIER	NAME	NAME
3. EXCISE DUTY ON ISSUE MATL TO BE BORNE BY :-	SUPPLIER	DESIGNATION	DESIGNATION
4. SCRAP TO BE RETURNED :-	NO	TELEPHONE	TELEPHONE
5 INVARIABLY ISSUE WT. TO BE RECORDED ON SMIV/PMIV			
RPT-101		4	



# BHARAT HEAVY ELECTRICALS LIMITED BHOPAL

## PRE QUALIFICATION REQUIREMENT (PQR) INSULATED BUSHING SHEL

Date: 18.02.2025

Sl. No.	Description	Vendor's remarks (Y/N)
1	Vendor should be approved by PGCIL QA & I for supply of the item for 765KV Transformer/ Reactors as on date on BID opening date.	

*Parimal*

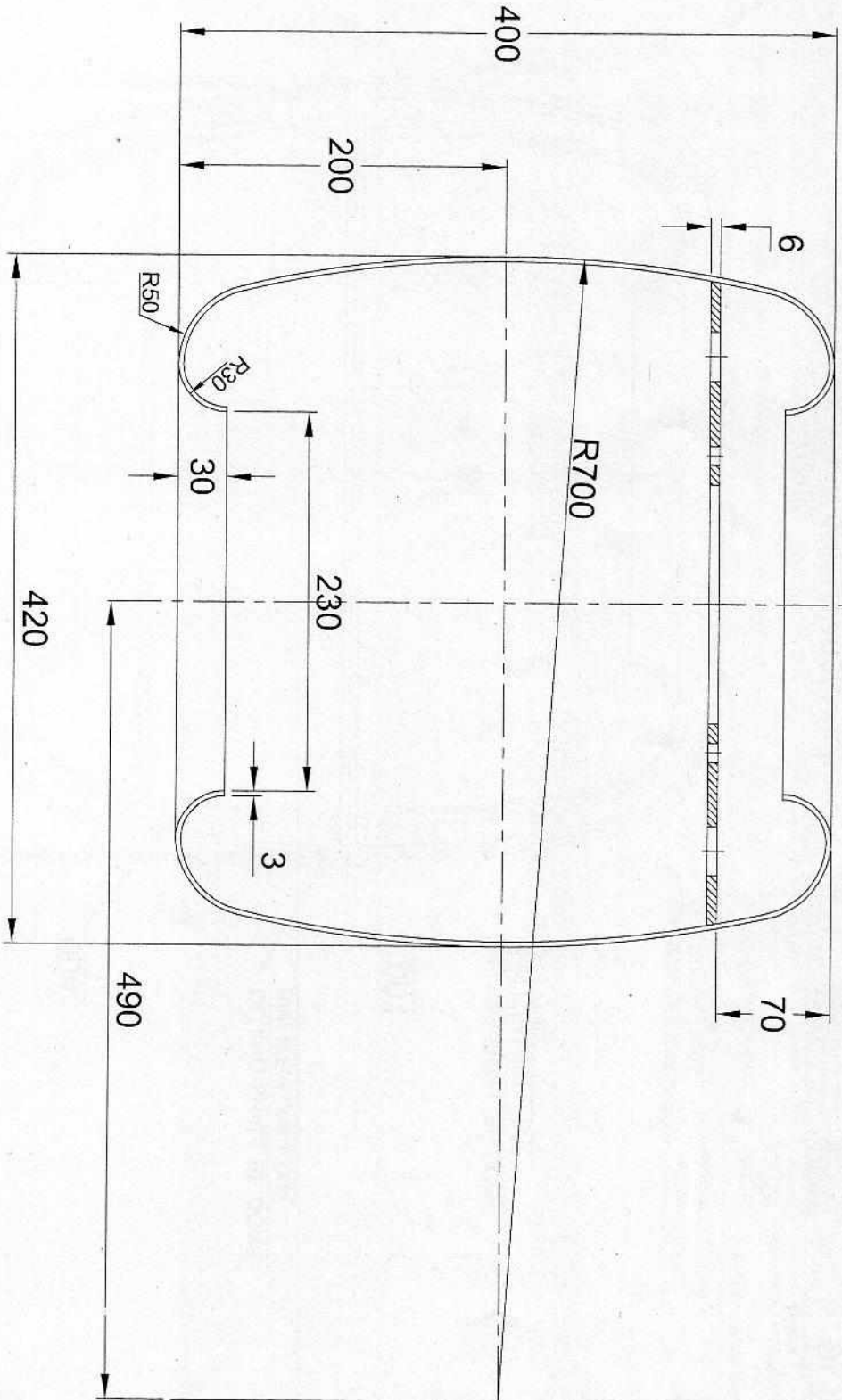
Prepared by: Parimal Karak  
Addl. Engineer(BCM)

*[Signature]*

Kush Agarwal  
Dy. Manager(BCM)

*[Signature]*

Amol Dubey  
Sr. Manager(BCM)

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IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

NOTE:- ALL DIMENSIONS ARE AT HALF OF THICKNESS OF SHEET METAL.

BUSHING SHIELD (CGL MAKE)  
METALLIC PART SUPPLIED BY BHEL

ADDITIONAL INFORMATION W.O. 69118-A-512-01 STATUS OF DRAWING "U"		TYPE OF PRODUCT NAME OF CUSTOMER 333MVA, 765/400/33 KV, 1-PH, ICT	
DISTRIBUTION OF PRINTS TRM-01		BHARAT HEAVY ELECTRICALS LTD. BHOPLA	
REV	DATE	ALTERED	CHECKED
ZONE		APPROVED	
TITLE / शीटिंग BUSHING INSULATION SHIELD ASSY (800 KV)		DRAWING NO. 2 498 19 00038	
M/S PGCIL		ITEM NO. 00	
M/KP		02.04.2021	
KOD/D		02.04.2021	
KOD/D		02.04.2021	
REF TO ASSY DRG		ITEM NO. 00	
REV		REV	
REV		REV	

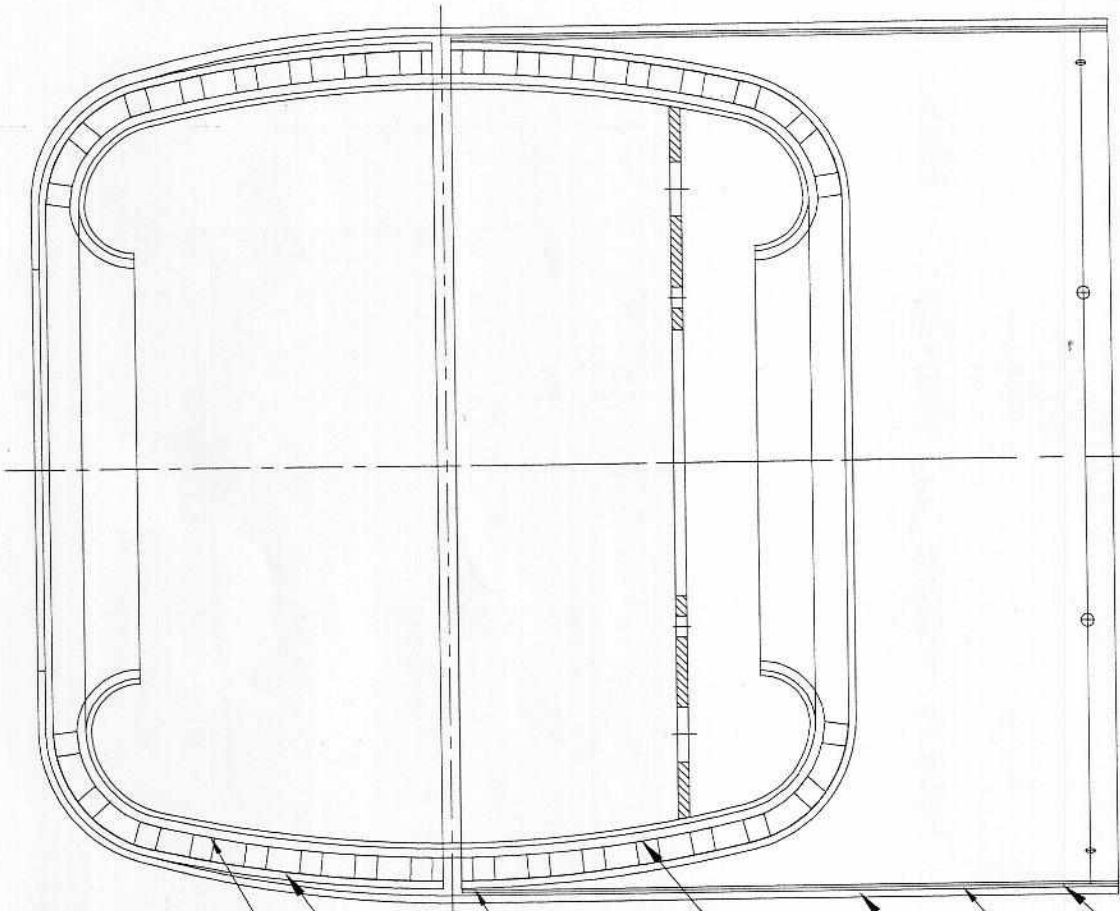
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INVENTORY NO.

SIGN. DATE

REF. DRG. NO.

# VAR00 BUSHING INSULATION SHIELD ASSEMBLY



008

SPOT GLUING TO BE  
DONE B/W ITEM 007 & 008

007

004

GLUING SHALL BE DONE  
B/W ITEM 004 & 004

001

GLUING SHALL BE DONE  
B/W ITEM 001 & 007

<b>ADDITIONAL INFORMATION</b> W.O. 69118-A-512-01 STATUS OF DRAWING "U"		<b>TYPE OF PRODUCT</b> 333MVA, 765/400/33 KV, 1- PH, ICT NAME OF CUSTOMER BHARAT HEAVY ELECTRICALS LTD.									
<b>DISTRIBUTION OF PRINTS</b> TRE-01 TRM-01		<b>REVISIONS</b> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>ALTERED</th> <th>APPROVED</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV	DATE	ALTERED	APPROVED				
REV	DATE	ALTERED	APPROVED								
<b>ZONE</b> 205		<b>TITLE / शीर्षक</b> BUSHING INSULATION SHIELD ASSY (800 KV)									
<b>DRAWING NO.</b> 2 498 19 00038		<b>DATE</b> 02.04.2021									



INVENTORY NO.

SIGN. DATE

REF. DRG. NO.

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FIRST ANGLE PROJECTION

83000 61 864 2 / ON GRD

302

303

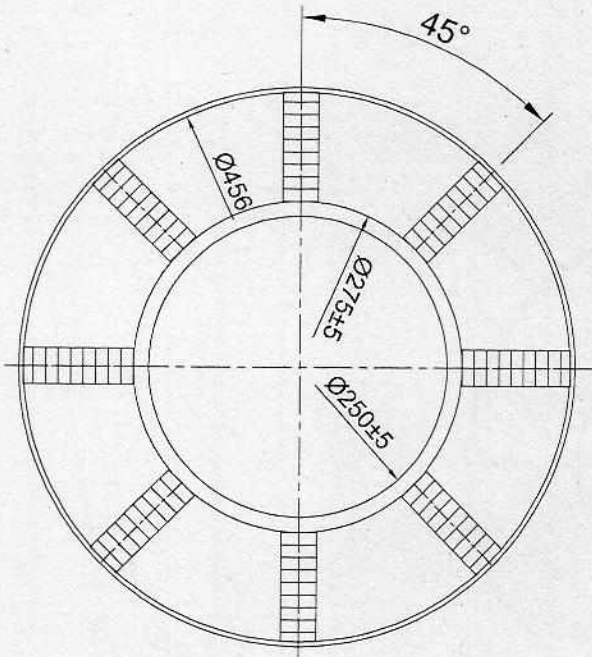
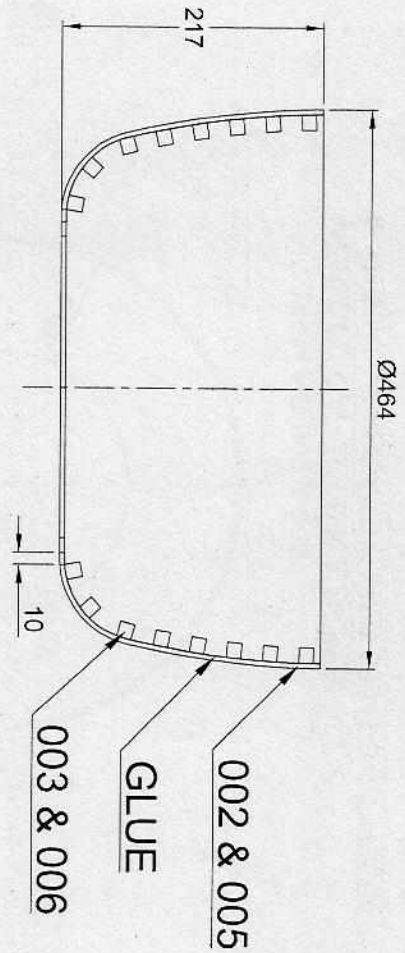
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(ALL DIMENSIONS ARE IN mm)

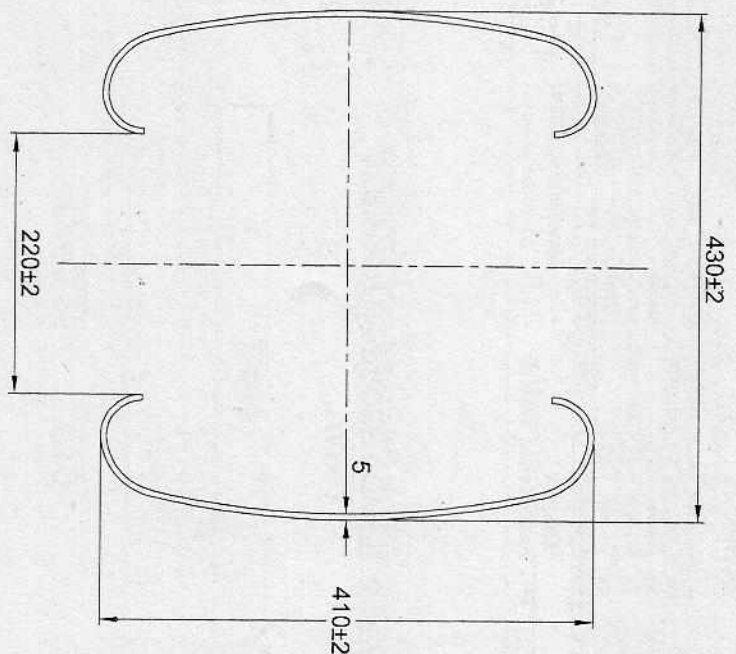


VAR01 &amp; VAR02

MOULDED CAP WITH SPACER STRIP

## NOTES:-

1. PD FREE GLUE TO BE USED.
2. VENDOR TO SUPPLY COMPLETE ASSEMBLY OVER THE METALLIC PART (SUPPLIED BY BHEL).
3. MATERIAL TO BE PACKED IN MOISTURE PROOF PACKING.

5MM COATING OF CELLULOSE APPLIED  
ON BUSHING SHIELD

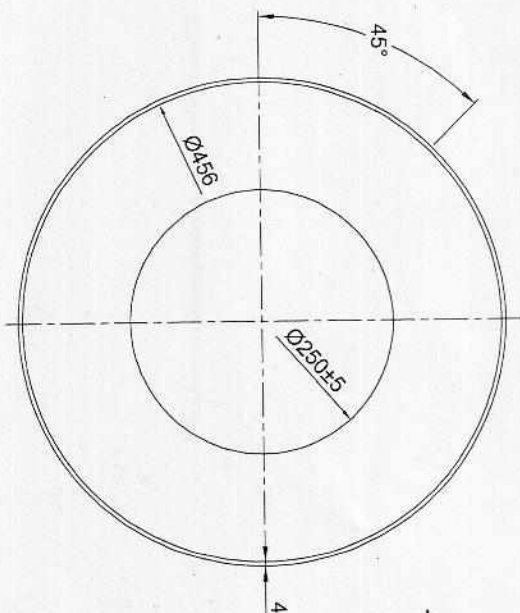
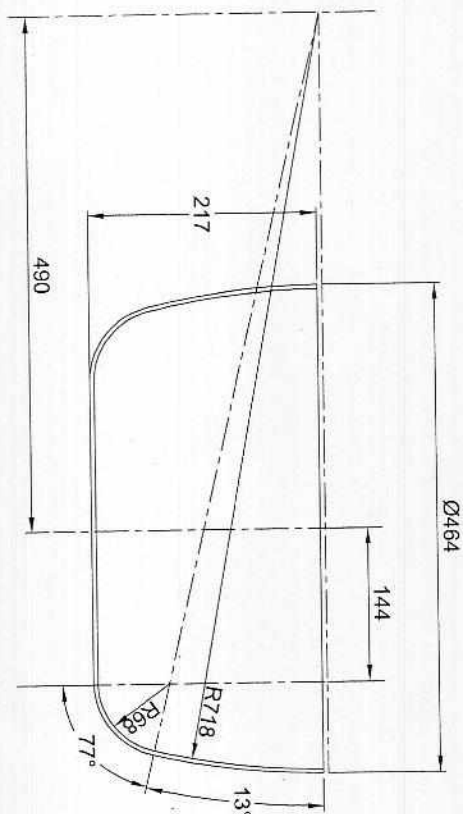
ADDITIONAL INFORMATION				TYPE OF PRODUCT			
W.O. 69118-A-512-01				333MVA, 765/400/33 KV, 1- PH, ICT			
STATUS OF DRAWING "U"				NAME OF CUSTOMER			
M/S PGCL							
DISTRIBUTION OF PRINTS				BHEL			
TRE-01				भारत भारती			

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INVENTORY NO.

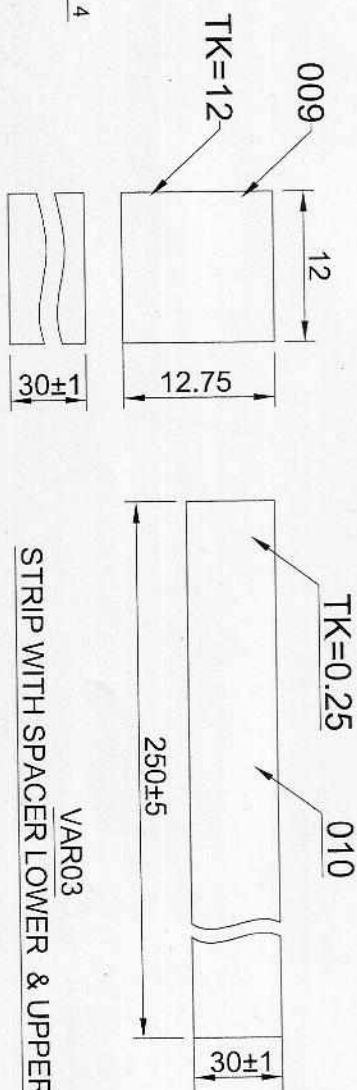
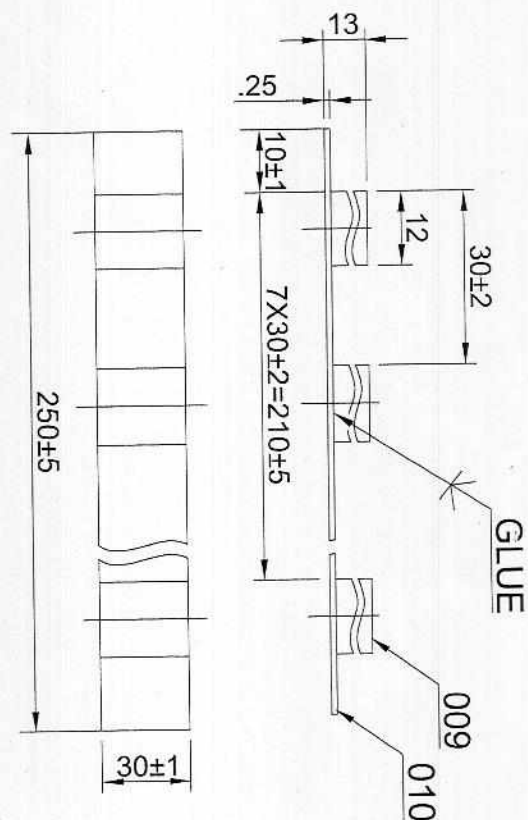
SIGN.DATE

REF.DRG.NO.







ITEM NO.002 &amp; 005

MOULDED CAP LOWER & UPPER  
MATERIAL:- ENBOARD E4-IEC 60641-3-1 TYPE B4.1



VAR03  
STRIP WITH SPACER LOWER & UPPER

ADDITIONAL INFORMATION W.O. 69118-A-512-01		TYPE OF PRODUCT 333MVA, 765/400/33 KV, 1-PH, IGT	
STATUS OF DRAWING "U"		NAME OF CUSTOMER M/S PGCL	
DISTRIBUTION OF PRINTS TRE-01 TRM-01		<div>  <div>             भारत हेवी इलेक्ट्रिकल्स लिमिटेड              भोपाल              BHARRAT HEAVY ELECTRICALS LTD.              BHOPAL           </div> </div>	
REV	DATE	<div>  <div>             ड्राइंग स्केल              N.T.S.           </div> </div>	<div>  <div>             टाइटल / टाइटल              TITLE / TITEL           </div> </div>
	ALTERED CHECKED APPROVED	<div>  <div>             ड्राइंग सिग्नेचर              DRAWING SIGNATURE           </div> </div>	<div>  <div>             ड्राइंग सिग्नेचर              DRAWING SIGNATURE           </div> </div>
ZONE		DRAWING NO. 2 498 19 00038	
		2 498 19 00038	

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INVENTORY NO.

SIGN DATE

REF.DRG.NO.

501

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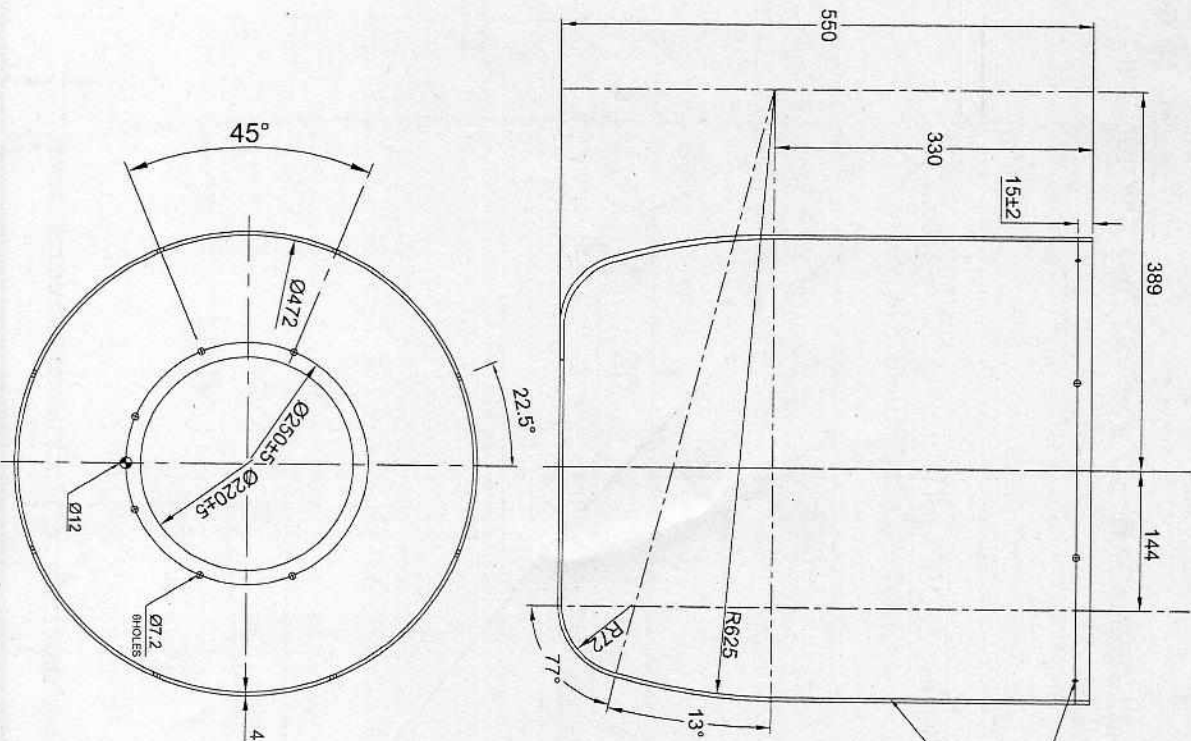
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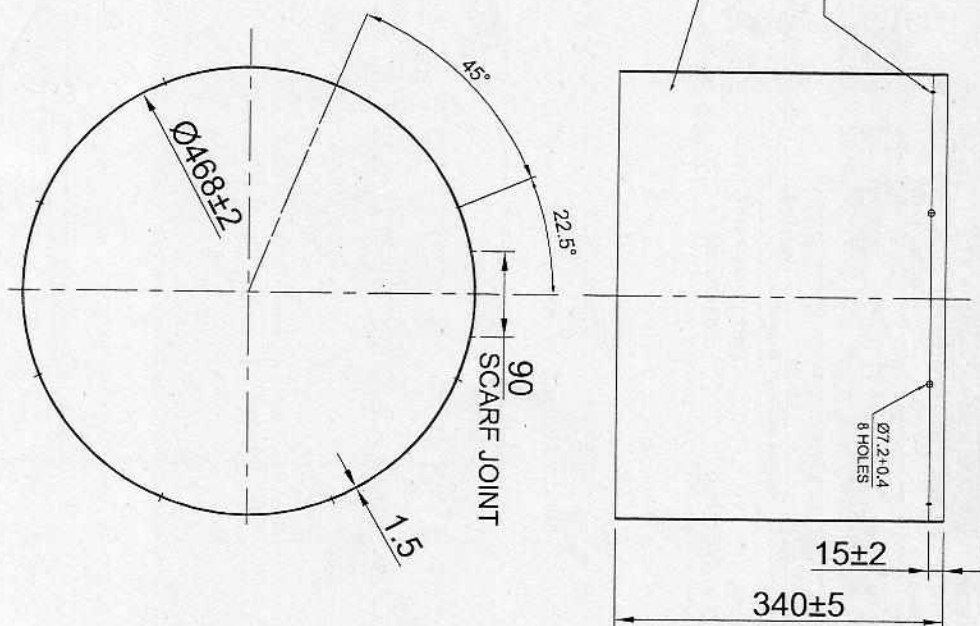
508



MATERIAL:- ENBOARD E4-IEC 60641-3-1

ITEM NO.007  
ANGLE RING



TYPE B4.1

ITEM NO.008  
CYLINDER

ADDITIONAL INFORMATION W.O. 69118-A-512-01 STATUS OF DRAWING "J"		TYPE OF PRODUCT NAME OF CUSTOMER 333MVA 765/400/33 KV, 1- PH, ICT	
DISTRIBUTION OF PRINTS TRM-01		MIS PGCL.	
REV	DATE	ALTERED CHECKED APPROVED	DATE
1	01/01/2021		
BUSHING INSULATION SHIELD ASSY (800 KV)		DRAWING NO. 2 498 19 00038	
ZONE		ITEM NO.	



**STANDARD MANUFACTURING QUALITY PLAN**  
**FOR**  
**EHV Transformer up to 765kV**  
**(STANDARD MQP no. CC/QA&I/SMQP/01 Rev 00)**


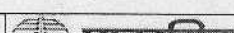
<b>Manufacturer Name &amp; Address:</b>  BHEL BHOPAL		<b>Manufacturing Quality Plan for EHV Transformers up to 765kV</b>											
		<b>Customer</b>		<b>VENDOR CODE</b>	<b>Item Description</b>	<b>MQP No.</b>		<b>Validity of MQP</b>					
		Power Grid Corporation of India Ltd.		3000000057	EHV Transformers up to 765 kV	CC/QA/SMQP/01 Rev 00		As per MQP letter					
<b>SI No.</b>	<b>Components and Operations</b>	<b>Type of check</b>	<b>Quantum of check</b>	<b>Reference document</b>	<b>Acceptance norms</b>	<b>Form of record</b>	<b>Applicable Codes</b>						<b>Remarks</b>
							1	2	3	4	5	6	
<b>Code 1: Indicates place 'where testing is planned' to be performed i.e. inspection location</b> A. At equipment manufacturer's works B. At component manufacturer's works C. At authorised distributors place D. At independent Lab E. At Turn Key contractors location F. Not Specified							<b>Code 2: Indicates 'who has to perform' the tests i.e. Testing agency</b>  J. The equipment manufacturer K. The component manufacturer L. The Third party M. The turnkey contractor						
<b>Code 3: Indicates 'who shall witness the tests' i.e. witnessing agency</b> P. Component manufacturer itself Q. Component manufacturer and equipment manufacturer R. Component manufacturer, equipment manufacturer and contractor S. equipment manufacturer itself T. equipment manufacturer and contractor U. equipment manufacturer and contractor and POWERGRID V. Third party itself							<b>Code 4: Indicates 'review of test reports/certificates'</b> W. By the equipment manufacturer X. By contractor during product/process inspection Y. By POWERGRID during product/process inspection Z. By contractor and/or POWERGRID during product/process inspection						
<b>Code 5: Whether 'specific approval of sub vendor make is envisaged'</b>  E. Envisaged N. Not Envisaged							<b>Code 6: Whether 'test records required to be submitted' after final inspection for issuance of CIP/MICC</b> Y. Yes N. No						

SMQP No. CC/QA/SMQP/01 Rev 00

Page 1 of 39



SMQP For EHV Transformers

Manufacturer Name & Address: <div> BHEL BHOPAL</div>		Manufacturing Quality Plan for EHV Transformers up to 765kV											
		Customer Power Grid Corporation of India Ltd.			VENDOR CODE 3000000057	Item Description EHV Transformers up to 765 kV	MQP No. CC/QA/SMQP/01 Rev 00				Validity of MQP As per MQP letter		
SI No.	Components and Operations	Type of check	Quantum of check	Reference document	Acceptance norms	Form of record	Applicable Codes						Remarks
							1	2	3	4	5	6	

**General Notes:**



1. The MQP should be read in conjunction with POWERGRID specification and shall deem to include additional tests required as per the contract
2. POWERGRID specification shall include provisions of the 'Letter of Award', PBD/ specific agreements, POWERGRID approved drawings/technical data sheet/BOM/test schedule/test procedure applicable to the specific contract.
3. In case of contradiction between the manufacturer's plant standard and this MQP and POWERGRID specification following preference shall be followed:
  - a) Power Grid Specification/ Technical Specification/GTR,
  - b) Project Specific Drawing/ Data Sheet
  - c) Manufacturing Quality Plan
  - d) Applicable IS/IEC
  - e) Manufacturer's plant standards
4. It is the responsibility of the manufacturer to ensure that this document is readily available at their works, as well as the works of their sub vendor in order to avoid any delay at the time of inspection.
5. The manufacturer shall ensure that their as well as their sub vendor's control, metering and testing instruments are duly calibrated and should have calibration certificates traceable to Indian/International standards. Calibration records should be available during inspection by POWERGRID. Key testing instruments will be calibrated by an agency having full membership & MRA of ILAC/APLAC.
6. In case of any tests being carried out at third party Lab. such lab / facility should be an agency having full membership & MRA of ILAC/APLAC accredited / accepted by POWERGRID.
7. The manufacturer shall maintain the proper correlation of test certificates from raw material stage to finished product stage and the records should be available during inspection by POWERGRID.
8. Manufacturer shall show the approval of POWERGRID Engineering for all contract specific type tests, including specific type tests if any as per the POWERGRID specification at the time of final inspection.
9. All packing cases should be marked with POWERGRID LOA Details, Name of project, item description and CIP/ MICC number (by which the material has been cleared for dispatch).
10. One copy of test report, CIP & MICC shall also be sent along with the consignment.
11. Inspection of Spare items ordered by POWERGRID shall also be governed by the provisions of this MQP. Items if not governed under this MQP shall be offered for inspection as per POWERGRID specification/ relevant Indian/ International standards.
12. The manufacturer shall assign their quality systems and that of their sub-vendors to the requirements of latest ISO 9001 quality standards in a time bound manner.
13. In case of the change in name of the sub vendor manufacturer shall submit request to update the same along with supporting documents.
14. Wherever Indian/International standard are referred their latest amendment shall be included. The same shall be applicable in case of manufacturer specification also so long as these changes are made with the approval of the competent authority of manufacturer with prior intimation to regional inspection office POWERGRID.
15. Raw material/ bought out items envisaged shall be procured from POWERGRID approved source only
16. All outsourced services shall be from approved sources only.
17. Surveillance checks shall be carried out by POWERGRID as and when deemed necessary no inspection call to be given for surveillance check.

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
18. Manufacturer to get clearance/approval from POWERGRID Engineering for Type test on first Transformer of each rating against each contract including Bushing, Buchholz relay, OLTC, Cooler control cabinet, cooling fan motor assembly, PRD, MOLG, Air cell, OTI & WTI & Terminal connector as applicable in the TS of contract in question.
19. POWERGRID may review the effective implementation of the processes during the product- inspection/ process-inspection. In case any violation in process or process parameters are observed, the reason along with corrective & preventive Measurements shall be conveyed to POWERGRID within 2 weeks..
20. This MQP is standard MQP for Transformers up to 765 kV manufactured by BHEL.
21. No inspection call shall be raised unless and until GTP/Drawings/ Design Reviews /Type test reports approved by POWERGRID Engineering
22. The following abbreviations are used in this MQP:

EM : Equipment Manufacturer  
CM : Component manufacturer  
TC : Test Certificate  
TS : Technical Specification  
Vendor : BHEL  
Tech : Technical  
Spec : Specification  
Drg : Drawings  
Appvd : Approved  
Tol : Tolerance  
Min : Minimum  
Max : Maximum  
POWERGRID: Power Grid Corporation of India Ltd.

23. BHEL shall ensure that all tests mentioned in the technical specification of subject contract in question need to be carried out strictly, without fail.
24. MQP shall be read in conjunction with QIN and all stage inspection shall be done as per annex of transformer manufacturer QIN grade.

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		Power Grid Corporation of India Ltd.	3000000057	EHV Transformers up to 765 kV	CC/QA/SMQP/01 Rev 00	As per MQP letter							
<b>SI No.</b>	<b>Components and Operations</b>	<b>Type of check</b>	<b>Quantum of check</b>	<b>Reference document</b>	<b>Acceptance norms</b>	<b>Form of record</b>	<b>Applicable Codes</b>						<b>Remarks</b>
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1.4.B4	Compressibility (%) C & Crev	Mechanical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	CIP on first lot of insulation item for each Transformer package on pressboards for review of: Mfr's TCs, Yearly TPL sample test reports and to verify traceability.  Balance Record review on surveillance basis.
1.4.B5	Electric strength (KV/mm)	Electrical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B6	Internal Ply Strength (%)	Dried, tested at 23°C	Mechanical	-do-	As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
		Dried tested at 120°C retention	Mechanical	-do-	As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
		Oil Impregnated, tested at 23°C	Mechanical	-do-	As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
		Aged for 1 week at 120°C in oil, Tested at 23°C, retention	Mechanical	-do-	As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B7	Apparent density (gr/cm³)	Physical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B8	Moisture content (%)	Physical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B9	Shrinkage (%) (MD/CMD/Thickness)	Mechanical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B10	Oil absorption (%)	Physical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B11	Ash Content (%)	Physical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B12	Contamination of Dielectric liquids	Neutralization Valve (MgKOH/g)	Physical	-do-	As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
		Sludge Content (Mg/l)	Physical	-do-	As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
		Dissipation factor	Physical	-do-	As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B13	Conductivity of aqueous extract (mS/m)	Physical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.4.B14	PH of aqueous extract	Physical	-do-		As per IEC 60763-3-1	CMTC	B	K	P	W/Z		N	
1.5	<b>MOULDED INSULATION COMPONENTS (raw material)</b> <b>Note: - BHEL shall ensure that samples made from Wet Material(raw material) of moulding components duly sealed annually by POWERGRID-RIO at the premises of transformer manufacturers/ Insulation cutter's/ PCB manufacturer &amp; tested at third party lab.</b>											E	



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1.5.1	Check for healthiness	Visual	One sample per lot	BHEL Drg BHEL Spec. IEC 60641	No visible defect	CMTC	B	K	P	W/Z		N	CIP on first lot of moulding component for each Transformer package for review of: Mfr's TCs of raw material, yearly TPL sample test reports and to verify traceability Balance record review on surveillance basis
1.5.2	Check for thickness	Measurement			Within Tolerance	CMTC	B	K	P	W/Z		N	
1.5.3	Apparent Density	Measurement				CMTC	B	K	P	W/Z		N	
1.5.4	Shrinkage: Machine direction and Cross machine direction	Measurement				CMTC	B	K	P	W/Z		N	
1.5.5	Shrinkage thickness	Measurement				CMTC	B	K	P	W/Z		N	
1.5.6	Moisture Content	Measurement				CMTC	B	K	P	W/Z		N	
1.5.7	Conductivity aqueous extract	Measurement				CMTC	B	K	P	W/Z		N	
1.5.8	PH value of aqueous extract	Measurement				CMTC	B	K	P	W/Z		N	
1.5.9	Oil absorption	Measurement				CMTC	B	K	P	W/Z		N	
1.5.10	Dielectric strength in oil at 90±2°C	Measurement				CMTC	B	K	P	W/Z		N	
1.6	UNIMPREGNATED DENSIFIED LAMINATED WOOD- Note: BHEL shall ensure that samples of densified laminated wood are duly sealed annually (randomly on different sizes) by POWERGRID-RIO at the premises of transformer manufacturers/ DL wood cutter's/DL wood manufacturer & tested at third party lab.										E		
1.6.1	Check thick, width & length	Measurement	One sample of each size per lot	BHEL Spec IEC 61061	Dimension within Tolerance	CMTC	A/B	J/K	S/P	W		N	Record review on surveillance basis
1.6.2	Flatness	Measurement			IEC 61061	CMTC	A/B	J/K	S/P	W		N	
1.6.3	Flexural strength perpendicular to the laminations	Measurement			IEC 61061	CMTC	A/B	J/K	S/P	W		N	
1.6.4	Apparent modulus of elasticity in flexure perpendicular to the laminations	Measurement			IEC 61061	CMTC	A/B	J/K	S/P	W		N	
1.6.5	Compressibility perpendicular to the laminations C C rev	Measurement			IEC 61061	CMTC	A/B	J/K	S/P	W		N	
1.6.6	Impact strength	Measurement			IEC 61061	CMTC	A/B	J/K	S/P	W		N	

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