



# Bharat Heavy Electricals Limited

## Heavy Equipment Repair Plant

Tarna Shivpur Varanasi-221003

website: <https://herp.bhel.com>

Enquiry Number : **E-RC-304-26-0013-61-1** Date : **11/Apr/2026**

### Enquiry For Material :-

SI No	Material Description	Material Code	Quantity	Unit
1	TRUNNION SHAFT - R/MCD FORGING (HY-1203.01) AS PER DRG 36131003596 REV 00 WITH MATL AS PER SPECN. HY19369/04	BA9516921000	300.0	NOS

### Remarks

1. THIS ENQUIRY HAS BEEN RAISED FOR ENTERING INTO FRAMEWORK AGREEMENT WITH VENDORS FOR TRUNNION SHAFT (HY-1203.01) (ITEM-WISE). SEPARATE POS WILL BE GIVEN TIME TO TIME AS PER REQUIREMENT FOR PLACING THE PO UNDER THIS RC. ITEM QUANTITY MENTIONED IN THE ENQUIRY IS TENTATIVE & IT MAY INCREASE OR DECREASE AS PER OUR FINAL REQUIREMENT.

2. RATES OF ITEMS AGAINST FA WILL BE FIRM & VALID FOR ORDERING FOR A PERIOD OF ONE YEAR FROM THE DATE OF AGREEMENT. PRICE VARIATION CLAUSE (PVC) IS NOT ACCEPTABLE.AFTER FINALIZATION OF RATE CONTRACT, PO QUANTITY WILL BE PLACED AS PER REQUIREMENT.

#### (A) SUPPLY CONDITION :

- ITEM TO BE SUPPLIED AT BHEL HERP STORES.
- PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&F/123 REV-00 AT PARTY'S WORKS BY BHEL REPRESENTATIVE .

#### (B) TECHNICAL DELIVERY CONDITION :

- MATERIAL SHOULD BE AS PER SPEC. MENTIONED IN THE DESCRIPTION/DRG.
- DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG.
- ALL TECHNICAL REQUIREMENT MENTIONED IN THE DRG./SPEC & QP MUST BE STRICTLY FULFILLED.
- VENDOR SHOULD PROCURE RAW MATERIAL FOR FORGING FROM BHEL APPROVED SOURCES AS PER PMD SA03

#### (C) LIST OF DOCUMENTS REQUIRED WITH DISPATCHES: -

- MATERIAL T.C : REQUIRED FOR CHEMICAL & MECHANICAL PROPERTIES OF RAW MATL .
- TEST RESULTS OF UST AND MPI .
- DIMENSION REPORT IS REQUIRED.
- H.T CHART IS REQUIRED.
- MICROSTRUCTURE REPORT
- INSPECTION REPORT OUTLINING THE DETAILS OF ABOVE REPORTS, CLEANLINESS, IDENTIFICATION AND PREVENTION FROM RUST.

THESE REPORTS MUST BE DULLY SIGNED BY THE INSPECTOR IN LINE WITH QUALITY PLAN.

(D) GUARANTEE CERTIFICATE : REQUIRED FOR 24 MONTHS AGAINST ANY MANUFACTURING DEFECTS FROM THE DATE OF RECEIPT AT BHEL HERP.

(E) PACKING & PRESERVATION INSTRUCTIONS : ALL ITEM SHOULD BE SUPPLIED IN LOOSE CONDITION WITH PROPER STACKING AT VEHICLE.ITEM MUST BE FREE FROM RUST,USE OF POLYTHENE IS STRICTLY PROHIBITED FOR PACKING.

(F) RATE CONTRACT VALIDITY: FOR 1 (ONE) YEAR FROM THE RC-PO DATE.

#### (G) SPECIAL REMARKS:

- ITEM WISE MAXIMUM QTY IN EACH LOT (WHICH MAY BE REQUIRED IN A PARTICULAR ORDER) WILL BE 30 NOS.
- .DELIVERY IS WITHIN 04 MONTHS FROM DATE OF PO FOR FIRST LOT. THERE WILL BE A GAP OF 01 MONTH BETWEEN

TWO CONSECUTIVE LOTS.EARLY DELIVERY IS ACCEPTABLE.

(H) AN EMD AMOUNT OF RS. 6,00,000 (SIX LAKHS) IS APPLICABLE FOR THIS ENQUIRY EXCEPT FOR THE BIDDERS WHICH ARE:

- (1) MICRO AND SMALL ENTERPRISES (MSES) OR STARTUPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT).
- (2) CENTRAL/STATE PSE
- (3) MANUFACTURERS

UNLESS SPECIFICALLY STATED OTHERWISE, BIDDER SHALL HAVE TO DEPOSIT ANY/ALL PAYMENTS THROUGH EFT IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. COPY OF THE UTR RECEIPT FOR EACH PAYMENT SHALL BE ENCLOSED ALONG WITH TECHNO-COMMERCIAL OFFER.

BANK DETAILS (EFT), BHEL-HERP, VARANASI

BANK NAME STATE BANK OF INDIA  
 IFSC CODE SBIN000201  
 ACCOUNT NUMBER 11103264820  
 BRANCH CODE 0201  
 ADDRESS STATE BANK OF INDIA, MAIN BRANCH KACHAHERI, VARANASI.  
 PAN NO AAACB4146P  
 GST NO 09AAACB4146P2ZC

(I) CLAUSE FOR INTEGRITY PACT (IP) SHALL BE AS PER ANNEXURE ATTACHED. BIDDER SHALL SUBMIT THE ATTACHED ANNEXURE FILLED, SIGNED AND STAMPED.

(J) REVERSE AUCTION (RA) WILL BE CONDUCTED.

(K) IN ORDER TO AVAIL BENEFITS OF MSE UNDER VARIOUS CATEGORIES, ALL BIDDERS FALLING UNDER MSE CATEGORY SHALL FURNISH THE FOLLOWING DETAILS & SUBMIT DOCUMENTARY EVIDENCE/ GOVT. CERTIFICATE ETC. IN SUPPORT OF THE SAME ALONG WITH THEIR TECHNO-COMMERCIAL OFFER AS PER ANNEXURE - MSES 2012 REV 01 ATTACHED.

SPECIAL TERMS AND CONDITIONS:

1. ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER THE GTC ATTACHED WITH ENQUIRY (PARTY HAVE TO STRICTLY ADHERE THESE TERMS & CONDITIONS).

**List of required Quality Documents along with supply:-**

S.No	Material Code	Material Description	Documents Description
<b>Note : Any other document mentioned in QP/Drg/Spec will also be applicable</b>			

**PQR for Forging Mill items**

<b>PQR Ref No: PQR/24-25/ Forgings</b>	<b>Date: 23.08.2024</b>
<b>Rev No: 04</b>	<b>Review Date: 29.03.2026</b>
<b>PQR Revision Date: 29.03.2026</b>	

<b>Sl. No.</b>	<b>BHEL Terms</b>	<b>Supplier's Compliance YES/NO</b>
<b>1</b>	<b>Offers are accepted from:</b>	
1.a	Only Manufacturer's Offers shall be considered for the Tender Enquiry.	
<b>2</b>	<b>Supplier shall give list of In-House Facilities:</b>	
2.a	Vendor shall have in-House necessary Manufacturing facilities required for manufacturing and supply of item/s as per drawing/specification. This being primarily a forging requirement, Vendor must have all in-house required forging facilities and fulfil all requirement of our QAP. <b>Vendor may outsource the Fully/Rough machining activities of the job.</b>	
2.b	BHEL reserves right to visit the Works of the Manufacturer for Physical verification of the Manufacturing facilities (as declared by them) and assessment of their Quality systems during Technical Evaluation of the Offers.	
2.c	Bidders shall submit duly filled, signed & stamp copy of detailed Manufacturing process Plan along with the Technical Offer.	
<b>3</b>	<b>Experience:</b>	
3.a	Bidders shall submit the necessary documents proving their Experience in Supplying same or similar items to <b>any Power Plant Equipment Manufacturer (Original Equipment Manufacturer)/ Defence Equipment Manufacturer (Original Equipment Manufacturer) (Govt or PSU)/AeroSpace Equipment Manufacturer (Original Equipment Manufacturer) (Govt or PSU)/Indian Railway during last Five (05) years</b> from the date of Enquiry. Documentary evidences to be submitted in the form of Executed Purchase Order copies along with Material Acceptance Report and drawings/specifications of the supplied item/items.  <b>No relaxation in experience shall be given to MSEs &amp; Notified start-ups.</b>	
3.b	BHEL reserves right to verify the details from the Bidder's customers based on Documents submitted as a part of past experience. BHEL may ask for other relevant documents in line with above to review the capacity and capability of vendor with respect to enquired items.	
<b>4</b>	<b>Financial Capability:</b>	
4.a	<b>Turn Over:-</b> Turn over of Non-MSE vendors should be 100% of tender value. Relaxation for MSE vendors/ Notified Start-Ups on turn over will be as per MSME guidelines. Latest UDYAM Certificate required for MSE status.	
4.b	Applicable only for Non-MSE vendors:  Audited balance Sheet and Profit and Loss account Statement of last three consecutive year (with UDIN ) required along with part-1 bid. Or A CA Certified Consolidated summary (with UDIN) for last 3 consecutive years having annual turn over and Profit and Loss to be enclosed along with Part-1 bid .  For Vendors having Turn over less than 1 crore in any of the financial year, CA certified Financial Turn over and Profit Loss (with UDIN) may be accepted for that year only.	
<b>5</b>	<b>Vendor past Performance</b>	
5.a	Any vendor who is on HOLD in BHEL HERP shall not be considered, and their offer shall be adjudged technically not suitable.	

**Note-1: Non Submission of the above requested documents/non compliance to the above points is liable for rejection of the Offers without any further Notice/Intimation to the Bidder and no correspondance will be entertained at later stage.**

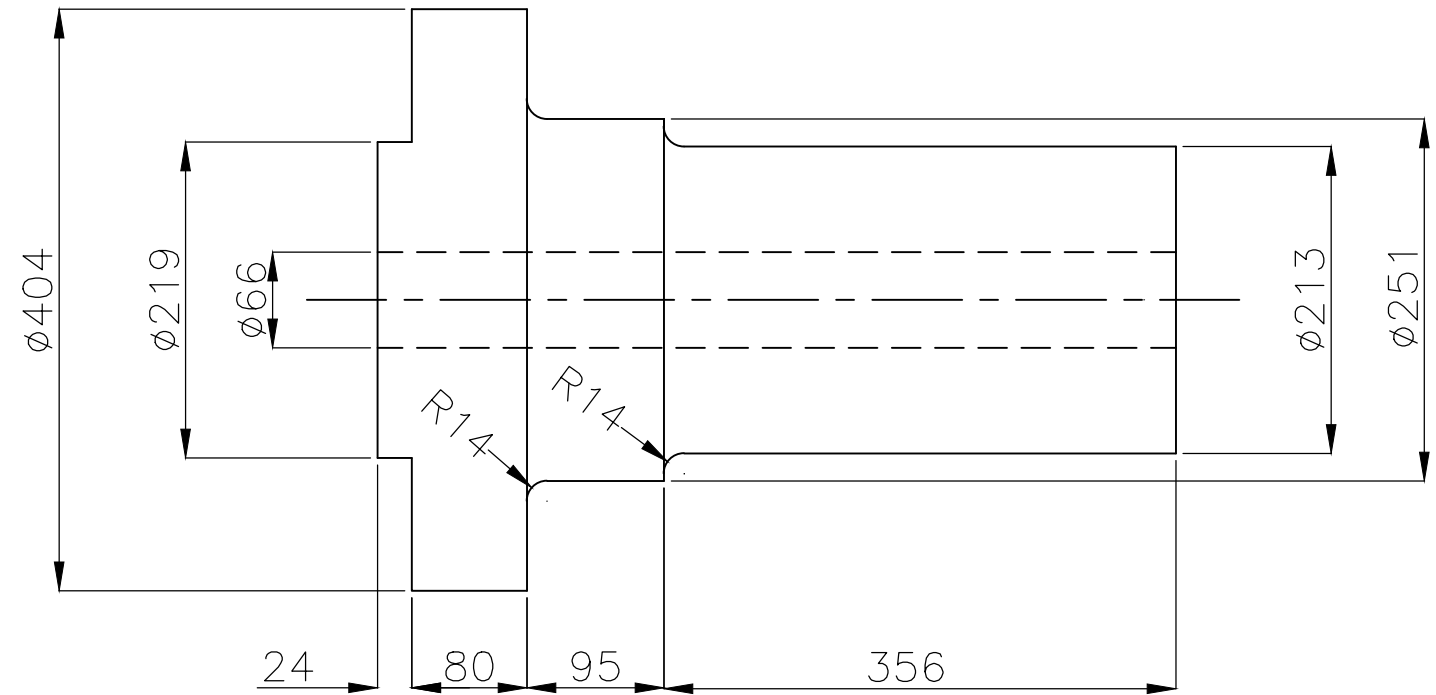
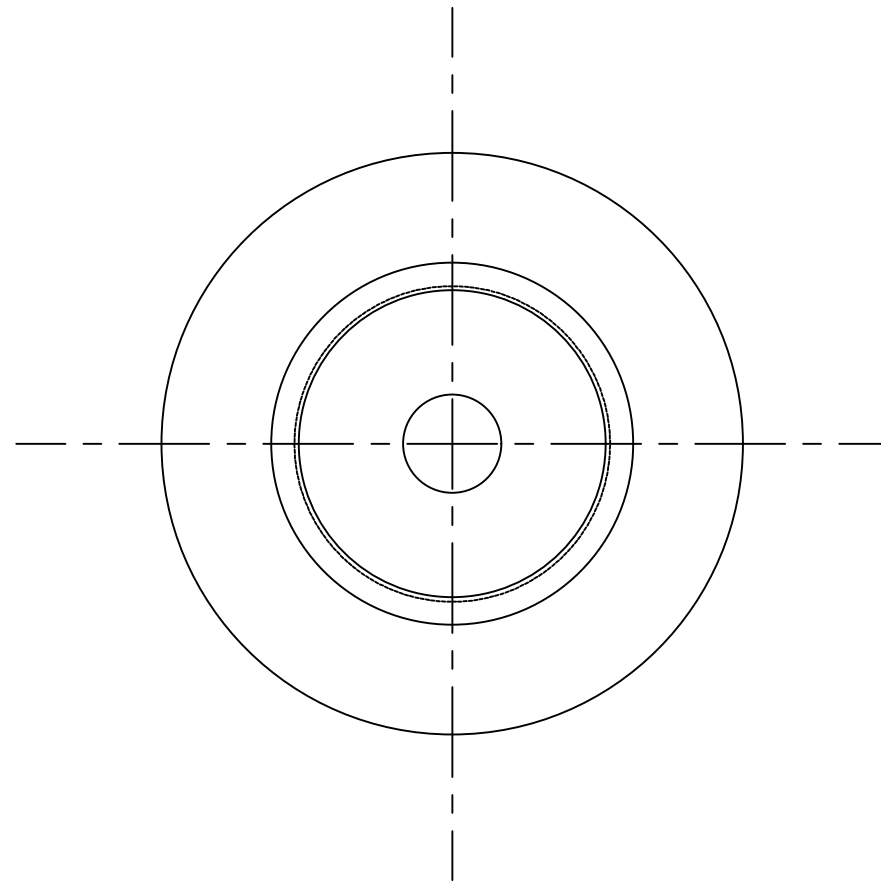
**Note-2: "Similar items" means items having same or similar Constructional feature, manufacturing process, similar nature of use, etc.**


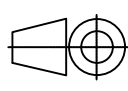
FIRST ANGLE PROJECTION

(ALL DIMENSIONS ARE IN mm)

DRG.NO. 3-61-310-03596

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1	R/M FORGING				BA9516921000	210.1			
ITEM NO.	DESCRIPTION	DRAWING NO.	VAR. NO.	RAW MATERIAL SIZE OR CASTING DRG.NO. OR FORGING DRG.NO.	MATERIAL CODE	NET WT.	GROSS WT.		
					MATERIAL SPECN.	QUANTITY			
<p>THE FOLLOWING CONDITIONS APPLY EXCEPT OTHERWISE STATED...</p> <ol style="list-style-type: none"> <li>REF.TO HY0230261 FOR UNSPECIFIED TOLERANCES.</li> <li>CHAMFER M/CD SHARP EDGES 1.2 TO 1.0 AT 45°.</li> <li>INTERNAL M/CD CORNER RADII 1 TO 0.7.</li> <li>THE SURFACE ROUGHNESS WHEREVER NOT SHOWN SHALL BE TAKEN FROM THE SURFACE ROUGHNESS SHOWN OUT SIDE BACK SLASHES GIVEN AT THE TOP MOST RIGHT CORNER OF THE DRG.</li> </ol>				<p>TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT</p> <p align="center"><b>BOWL MILL HP-1103</b></p>					
 <p>BHARAT HEAVY ELECTRICALS LTD. HYDERABAD</p>				<p>DRN. <b>B.GIRISH</b></p>		NAME	SIGN.	DATE	NO.OF VAR.
				<p>CHD. <b>AMAN</b></p>				25-10-11	
				<p>APPD. <b>S.G</b></p>				25-10-11	
<p>DEPT. PULV ENGG.</p>				SCALE	WEIGHT (KG)	REF. TO ASSY DRG.		ITEM NO.	NO.OF ITEMS
<p>CODE 446</p>				1:5	210.1	3-61-310-03419			
				<p>TITLE</p> <p align="center"><b>TRUNNION SHAFT (FORGING)</b></p>		DRAWING NO.		REV.	
						3-61-310-03596		00	
						SHEET NO. 01	NO OF SHEETS 01		

INVENTORY NO.	REV.	DATE	ALTERED		REV.	DATE	ALTERED	
			CHD.	APPD.			CHD.	APPD.
ZONE					ZONE			



# CORPORATE STANDARD

AA0850118

Rev. No.01

PAGE 1 of 5

## ULTRASONIC TESTING, CLASSIFICATION AND ACCEPTANCE STANDARDS FOR STEEL FORGINGS, BILLETS AND BLOOMS

### 1.0 SCOPE:

This standard deals with the ultrasonic testing of steel forgings, billets and blooms. The procedure covers pulse echo direct contact manual ultrasonic flaw detection technique. This standard does not apply to austenitic steel forgings for which AA0850119 may be referred to.

### 2.0 PERSONNEL REQUIREMENT:

Personnel performing non-destructive examination and evaluation shall be qualified to the recommended practice SNT - TC - 1A or any other recognised practice.

### 3.0 EQUIPMENT CHARACTERISTICS:

#### 3.1. Frequency range:

The ultrasonic equipment shall be suitable for operating at frequencies within the range of 0.5 to 6 MHz.

#### 3.2. Sensitivity:

The sensitivity of the equipment shall be tested to ensure that the number of full screen back wall echo is not less than that given below, when the appropriate probe is placed on the metalised surface of plastic insert of the Indian Standard reference block (IS:4904)/IIW block.

Frequency MHz	Min. No. of full screen back echoes
1	5
2	4
4 to 6	2

#### 3.3. Resolution:

The resolution of the equipment and probe combined shall be such as to show separately indications of the three grooves in the IIW- VI block.

### 4.0 SURFACE CONDITION:

The test surface shall be free from loose scales, rust and such other extraneous material that would interfere with the ultrasonic energy transmission. In case of machined surface, it is desirable to have a surface finish of 6.25 microns or better. A gramophone record type

Revisions:  
Clause.9.4 & 10.2.4 of MOM of WG-NDT

**APPROVED:**  
INTER PLANT STANDARDISATION  
COMMITTEE – WG(NDT)

Rev. No.01	Amd. No.01	Reaffirmed	Prepared	Issued	Dt. of 1 <sup>st</sup> Issue
Dt:02-01-1995	Dt: 15-01-1996	Year:	HEEP, Haridwar	Corp. R&D	Jan 1980

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of finish and tear produced by machining tools shall be avoided since these give rise to spurious echoes and cause probe wear.

## 5.0 COUPLANT:

To ensure adequate transmission of ultrasonic energy between the probe and the test object, a suitable couplant having good wetting characteristics such as oil, grease, glycerine or water shall be used.

## 6.0 TESTING TECHNIQUE:

**6.1.** Selection of testing technique shall be made after giving due consideration to the method of manufacture and shape of the object tested. Testing technique should be such that each and every part of the object volume is scanned at least once. Successive scans shall overlap a minimum of 15% of the probe width. Uniform contact shall be maintained between probe and object and scanning speed shall not exceed 150 mm/ second. The following techniques are considered to be minimum for providing adequate coverage.

### 6.2. Scanning Scheme (Solid And Hollow Forgings):

Complete length of the forging shall be scanned radially from sides/cylindrical surface through 360° using longitudinal wave probe. Whenever practicable the forging shall be scanned in axial direction also. Hollow forgings, and when necessary, solid forgings also shall be scanned using appropriate shear wave probes to detect axial and radial cracks. Hollow forgings are the forgings made hollow on the press by punching or ring rolling operation.

**6.3. Solid Rectangular Forgings, Billets and Blooms:** Complete length of the object shall be scanned from two adjacent faces and whenever practicable one end face using longitudinal wave probe.

**6.4.** Radial cracks on round sections which cannot be detected by normal testing method may be subjected to other crack detection methods such as MPI.

## 7.0 SCANNING:

### 7.1. Probes and Frequency:

Overall scanning shall be done using 2 MHz nominal, 20-25 mm diameter probes except when large grain size and path length make it necessary to use a lower frequency. Smaller probes may be used when necessary. However, for forgings intended for backing material for white metal lined bearings, the examination shall be carried out by 4 MHz probes.

### 7.2. Time Base Calibration:

The time base shall be calibrated using a calibration block or a known dimension of forging under examination.

### 7.3. Sensitivity:

#### 7.3.1. When Calibrated Attenuator is Not Available:

Reference sensitivity of equipment shall be set such that the maximum acceptable defect equivalent flat bottomed hole in the test block is equal to 75% of the full screen height. Testing shall be carried out at the highest sensitivity possible.



# CORPORATE STANDARD

AA0850118

Rev. No.01

PAGE 3 of 5

## 7.3.2. When Calibrated Attenuator is Available:

The sensitivity of the equipment during scanning shall be set 6 dB more than the sensitivity required to give a full screen height echo from the maximum acceptable size of defect.

**Note:** The above sensitivity level adjustment is purely for scanning purposes. Once a defect is encountered, the sensitivity shall be brought down to estimate the size of defect for evaluation of the material under test.

## 8.0 ESTIMATION OF FLAW SIZE:

### 8.1. Large Size Flaws:

The size of large flaws can be estimated by moving the probe in all directions and plotting the midpoint of the probe when echo falls to 50 percent or 6 dB.

### 8.2. Small Size Flaws:

#### 8.2.1. When Calibrated Attenuator is Not Available:

**8.2.1.1.** The size of the flaw may be estimated by comparing with the echoes of the flat bottomed holes at appropriate depths in a test block of ultrasonically similar material.

**8.2.1.2.** The size of the flaw may also be estimated by moving probe successively in all the four directions at right angles to each other and plotting the midpoint of the probe when echo height falls to 50% or 6 dB. Due allowance shall also be made for beam spread, depth and orientation of flaw and diameter of the forging if the scanning is done from the curved surface.

#### 8.2.2. When Calibrated Attenuator is Provided With The Equipment:

The size of the flaw (smaller than the beam spread) can be estimated accurately in millimetres of equivalent circular flaw with the help of Krautkramer's DGS (Distance – Gain – Size) diagram. Method of estimating flaw size using a DGS diagram is given in Annexure - A.

## 9.0 CLASSIFICATION OF FORGINGS, BILLETS AND BLOOMS:

**9.1.** Forgings, billets and blooms are classified into the following five categories depending upon the defect size admissibility for the purpose of ultrasonic testing:

Category	Unacceptable defects
1	<ul style="list-style-type: none"><li>i) Cracks, flakes, seams &amp; laps.</li><li>ii) Defects giving indication larger than that from a 2 mm diameter equivalent flaw.</li><li>iii) Groups of defects with maximum indication less than that from a 2 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 70%.</li><li>iv) Defects giving indications of 1 to 2 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.</li></ul>

Category	Unacceptable defects
2	i) Cracks, flakes, seams & laps. ii) Defects giving indication larger than that from a 4 mm diameter equivalent flaw. iii) Groups of defects with maximum indication less than that from a 4 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 50%. iv) Defects giving indications of 2 to 4 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.
3	i) Cracks, flakes, seams & laps. ii) Defects giving indication larger than that from a 6 mm diameter equivalent flaw. iii) Groups of defects with maximum indication less than that from a 6 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 40%. iv) Defects giving indications of 3 to 6 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.
4	i) Cracks, flakes, seams & laps. ii) Defects giving indication larger than that from a 10 mm diameter equivalent flaw. iii) Groups of defects with maximum indication less than that from a 10 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 20%. iv) Defects giving indications of 5 to 10 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.
5	i) Cracks, flakes, seams & laps. ii) Defects giving indication larger than that from a 15 mm diameter equivalent flaw. iii) Groups of defects with maximum indication less than that from a 15 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 10%.

**Note:** Loss of back wall echo not attributable to the presence of defects or geometry and exceeding the limits mentioned in item (iii) of each category of unacceptable defects shall be a cause for rejection.

### ANNEXURE - A

The equivalent flaw size curves of the DGS diagram is prepared by plotting the amplitude in decibels from a series of circular reflectors with increasing distance from the probe in water and so the graph incorporates only the loss in water. When it is found that the attenuation in the material under test is more (this can be checked using back echo curve of DGS diagram), this shall be taken into account while calculating the flaw size. Corrections will not be required for majority of heat treated forgings when tested with 2-4 MHz probes.

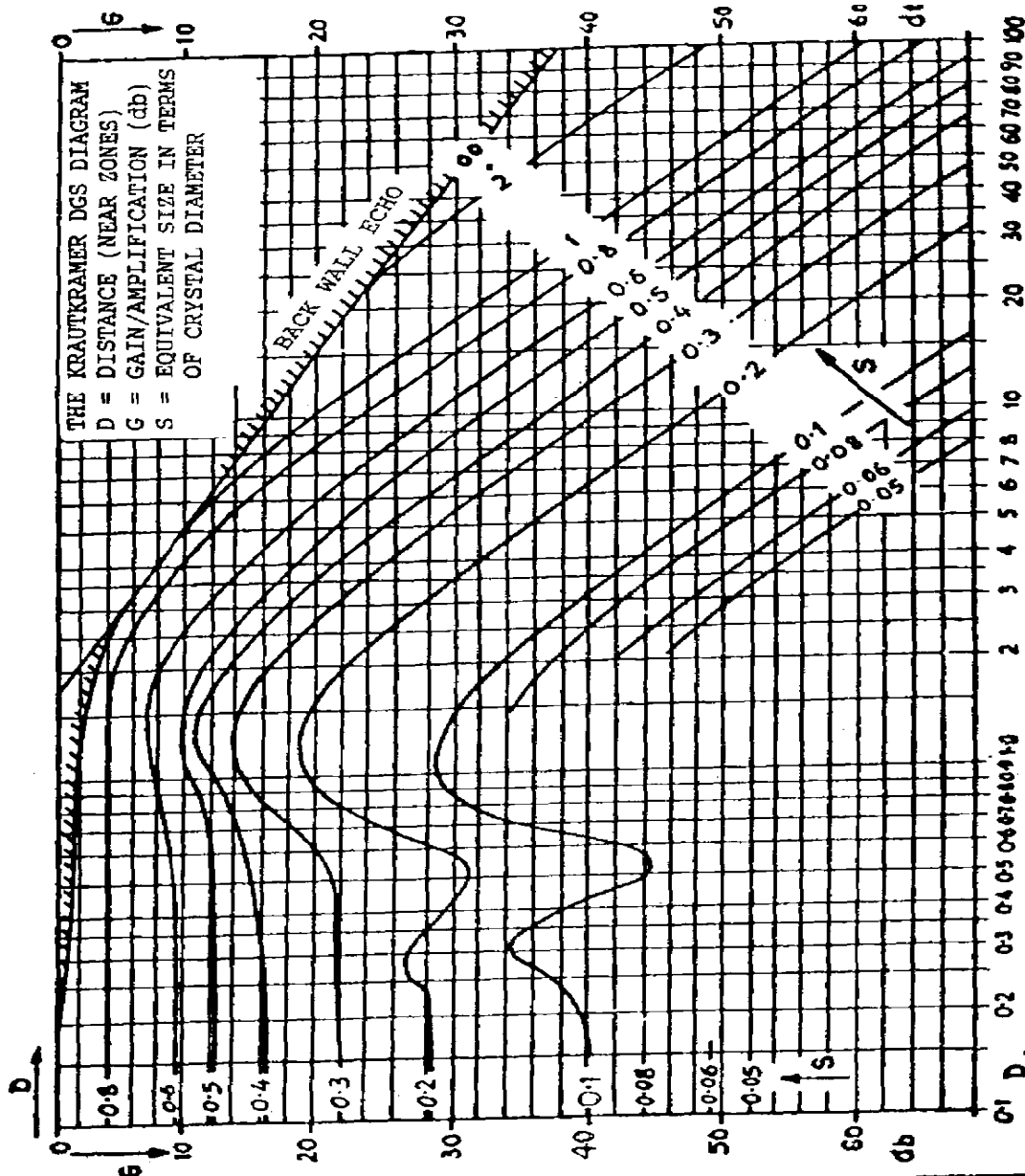
A step by step method of estimating flaw size using universal DGS diagram is given below:

- (a) Adjust the depth range of the equipment to the required depth.
- (b) Adjust the back echo to 70% of screen height from a defect free area parallel wall of the material under test or ultrasonically similar test block and note the dB value (A) on the calibrated gain control.

- (c) Mark on the back echo curve of the diagram, the back wall of the distance in terms of near field in millimetres in the case of universal DGS diagram.
- (d) Move the probe to the defective area and get the maximum defect echo. Read off the flaw depth. Increase the gain with the calibrated gain control until echo height reaches 70% of screen height. Note the attenuator reading in dB (B).
- (e) Calculate the gain (G) in dB by subtracting 'A' from 'B'. Count off the gain 'G' downwards from the marked point on the back echo curve, and then move horizontally to intersect the vertical line from the base line corresponding to the flaw depth 'D\*' in terms of near field in the case of universal diagram.
- (f) Note the equivalent flaw size curve passing through the above point. Multiply the reduced flaw dimension (S) of the curve by the probe diameter to give the equivalent flaw size in millimetres.

### ANNXXURE - A

#### KRAUTKRAMER'S DGS DIAGRAM



TD-106-1 Rev No. 5 Form No.		<b>PRODUCT STANDARD</b> <b>PULVERISERS</b> <b>HYDERABAD</b>	Product STD no. BA53342
			Rev No. 00
			Page 1 of 2

## PROCUREMENT OF FULLY MACHINED TRUNNION SHAFT FOR HP-1103 BOWL MILLS

### 1.0 ITEM DESCRIPTION:

Trunnion Shaft for HP-1103 Bowl mills.

### 2.0 SCOPE OF SUPPLY:

- A) Scope consists of Forging, Stress relieving, machining, inspection, preservation and dispatch.
- B) All dimensions and tolerances shall be maintained as per the drawing and drawing notes.
- C) Refer the purchase order /drawing for applicable revision numbers. Latest revisions are applicable.
- D) Rust Preventive application to be done to prevent any rust formation on the surfaces during transportation and long term storage.
- E) Manufacture as per BHEL/Customer approved quality plan.

### 2.1 RECOMMENDED FORGING & MACHINING SEQUENCE:

2.2.1 Forging and Inspection as per approved Quality Plan (QP). Attention may be provided to the below mentioned notes.

- a) Heat treatment as per HY19369 may be carried out.
- b) Test the forgings ultrasonically as per specification AA0850118 CAT-2 with both longitudinal and shear waves.
- c) Magnetic Particle test shall be conducted as per ASTM A-275. Cracks and Laps are not acceptable.
- d) Tangential test pieces to be tested for mechanical properties from both the ends as per specification HY19369.
- e) Forgings should have the mechanical properties as per specification HY19369.
- f) Machine all surfaces to 6.3 unless otherwise specified.
- g) 2-1/2 NPT Tap (Min.  $\varnothing 66.68$ ) should be concentric with center line within  $\pm 1$ mm.
- h) Unless otherwise specified, all diameters are to be concentric with each other within 0.25mm
- i) Magnetic Particle test shall be conducted after machining of trunnion shaft as per specification AA0850133-Rev 02 with acceptance norms CAT-II as per Spec AA0850136

2.2.2 Machining shall be as per the drawing number no. **26131003285**.



# PRODUCT STANDARD

## PULVERISERS HYDERABAD

<b>Product STD no.</b>	<b>BA53342</b>
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<b>Rev No.</b>	<b>00</b>
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<b>Page</b>	<b>2</b>	<b>of</b>	<b>2</b>
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2.2.3 All the finish machined dimensions shall be within the tolerances indicated on drawing no. **26131003285**.

### 2.3 INSPECTION:

Inspection shall be carried out by BHEL or BHEL Approved Inspection Agency at supplier's works before preservation as per approved quality plan. Supplier to give inspection call 1 week in advance.

### 2.4 PRESERVATION:

All machined surfaces shall be protected with rust preventive coating as per standard HY0490563.

### 2.5 PACKING:

- i. The machined Trunnion Shaft to be firmly fixed on to trailer/ wagon by suitable means to avoid any transit damage.
- ii. Machined surfaces shall be protected by proper packing.
- iii. Threaded holes shall be packed with grease and fixed with plastic caps.

### 3.0 NOTE:

Drill jigs shall be used for drilling 12 Nos of  $\varnothing 40$  thru holes with a counter bore of  $\varnothing 57 \times 32$  deep.

### VARIANTS – TABLE

VAR NO.	DESCRIPTION	MATERIAL CODE	MACHINING DRAWING	FORGING DRAWING	FORGING SPEC
00	TRUNNION SHAFT HP-1103 (F/M)	BA9753342004	26131003285	36131003596	HY19369

### RECORD OF REVISIONS

REV. NO	DATE	REVISION DETAILS	REVISED	APPROVED



**PLANT STANDARD  
HYDERABAD**

**HY0230261**

**REV. NO. 03**

**PAGE 1 OF 2**

**LIST OF APPLICABLE STANDARDS ON LIMITS, FITS AND TOLERANCES**

**1.0 SCOPE:**

The standard covers the list of applicable standards on Limits, Fits and Tolerances. These standards are applicable unless or otherwise specified.

**2.0 LIST OF APPLICABLE STANDARDS:**

SL. NO.	STANDARD NO.	TITLE
1.	AA0230201 -	Limits and Fits (Tolerance grade, Position and Class).
2.	AA0230202 -	Limits and sizes for commercial bolts and nuts.
3.	AA0230204 -	Guide for selection of Fits.
4.	AA0230206 -	Standard limits for Shafts (upto 500 mm).
5.	AA0230207 -	Standard limits for Shafts (above 500 mm and upto 3150 mm).
6.	AA0230208 -	Allowable deviations for dimensions without specified tolerances (linear and angular).
7.	AA0230402 -	Permissible deviations for untoleranced dimensions of castings.
8.	AA0230403 -	Tolerancing system ISO Metric Screw Threads
9.	AA0621101 -	Tolerances and Machining allowances for Flame cutting.
10.	AA0621104 -	General tolerances for welding constructions for length and angles.
11.	AA0621105 -	General tolerances for welded structures – form and position.

**Revisions:**

**Issued :**

**Withdrawn standards deleted (2 Nos.).**

**STANDARDS ENGINEERING DEPARTMENT**

**Rev. No. 03**

**Amd. No.**

**Reaffirmed:**

**Prepared:  
MANAGER  
(STDS. ENGG.)**

**Approved:**

**AGM (E&CC)**

**Date of 1<sup>st</sup> issue:**

**Dt. OCT. 06**

**Dt.**

**Year:**

**MAY, 1992**

**HY0230261**

**REV. NO. 03**

**PAGE 2 OF 2**

**PLANT STANDARD  
HYDERABAD**



NOTE:

1) AA 023 02 08

Medium class of deviation is applicable, if the same is not mentioned on the drgs./specs.

2) AA 023 04 02

Tolerance class 5 is applicable, if the same is not mentioned on the drgs./specs.

3) AA 062 11 04

Accuracy class A is applicable if the same is not mentioned on the drgs.

4) AA 062 11 05

Accuracy class E is applicable, if the same is not applicable on drgs.

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TD-213  
Rev.00

# REAFFIRMATION NOTIFICATION

HY 193 69, Rev No. 04

TITLE

**ALLOY STEEL FORGINGS – H&T  
GRADE : 40 Ni Cr Mo 65**

REF IOM REF. HY/R&DEC/SEIPR/SM/2021/LAB/ V3 Dated 10/02/2021	APPROVED BY S N THAMKE AGM / R&D and EC	ISSUED BY STANDARDS ENGINEERING	DATE 11/05/2021	CUM Sr.No. <b>R 2602</b>
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**PLANT PURCHASING  
SPECIFICATION  
HYDERABAD**

**HY193 69**

**Rev. No.04**

**Page 1 of 5**

**ALLOY STEEL FORGINGS –H &T  
GRADE : 40 Ni Cr Mo 65**

**1.0 GENERAL:**

This specification governs the quality requirements of alloy steel forgings of grade 40 Ni Cr Mo 65.

**2.0 APPLICATION:**

Forgings are suitable for main vertical shaft and general engineering purposes requiring high tensile strength and good ductility.

**3.0 CONDITION OF DELIVERY:**

The forgings shall be supplied in hardened & tempered condition. Final stress relieving shall be performed if mentioned in the drawing. Forgings shall be rough machined unless otherwise specified.

**4.0 COMPLIANCE WITH NATIONAL STANDARDS:**

The forgings shall in general comply with the requirements of BS PD – 970: 2001, Gr. 817 M40.

**5.0 DIMENSIONS AND TOLERANCES:**

The dimensions shall be as per the ordering drawing and tolerances shall be as follows.

- a) For finish machined component drawings the extra allowance of 3 mm/ surface shall be provided for finish machining at BHEL.
- b) For rough machined forging drawings necessary finish machining allowance is included in the dimensions. Extra allowance is not required.
- c) The tolerance on rough machined surface shall be  $\pm 1$ mm dimension, unless otherwise specified in the drawing.

**Revisions:**

**Cl. 13.1 is modified.**

**Issued :**

**STANDARDS ENGINEERING  
DEPARTMENT**

**Rev. No**

**Rev. Date:**

**Revised:**

**Prepared:**

**Approved:**

**Date:**

04

12.10.2004

Matls Engg.

Matls Engg.

AGM(Engg)

May, 1983.



## 6.0 MANUFACTURE:

The method of steel manufacture shall be at the discretion of the supplier. However, mixed air open hearth & bessemer processes are not permitted.

The steel shall be fully killed. Sufficient discard shall be made from the ingot, if used as forging stock, to ensure freedom from piping, segregation and other defects.

The amount of hot working shall be sufficient to ensure uniform working throughout the cross-section.

Reduction ratio shall be minimum 4:1 for ingots and 1.5:1 for rolled /forged stock.

## 7.0 HEAT TREATMENT:

The forgings shall be heat-treated to attain the mechanical properties specified.

The recommended heat-treatment shall be as given below. Hardening in oil at a temperature of 820-850°C. Tempering at the temperature upto 700°C max.

However tempering between 280-500°C shall be avoided as it leads to temper embrittlement.

## 8.0 FINISH:

Surface finish of the forgings shall be 6.3 microns (r.m.s) to carryout ultrasonic test.

## 9.0 FREEDOM FROM DEFECTS:

Forgings shall be free-from cracks, flakes, seams segregation and other defects which may affect the utility of the forgings.

## 10.0 CHEMICAL COMPOSITION:

The melt analysis of the steel shall be as follows:

Element		C	Si	Mn	Ni	Cr	Mo	S	P
Melt Analysis	% Min.	0.36	0.10	0.45	1.30	1.00	0.20	-	-
	% Max.	0.44	0.40	0.70	1.70	1.40	0.35	0.040	0.030
Permissible variation in product Analysis		±0.02	±0.03	±0.03	±0.05	+0.05 -0.04	±0.02	+0.003	+0.003

## 11.0 TEST SAMPLES:

11.1 Test coupons shall be taken from each melt and each heat treatment batch/size unless integral test coupons are called for in the drawing/purchase order.



**PLANT PURCHASING  
SPECIFICATION  
HYDERABAD**

**HY 19369**

**Rev. No.04**

**Page 3 of 5**

The test coupons shall be heat treated along with the forgings. In case of integral test coupons, the test pieces shall be cut from the forgings only after heat treatment. However the remaining integral test coupon after at supplier's end shall be kept integral with the forging and sent to BHEL.

Sufficient test material shall be sent to BHEL for cross-check where necessary.

**11.2** Test samples shall be cut at as given unless other wise specified in the ordering drawing.

- a) For Solid forgings: Distance of 1/3 radius or 1/6 diagonal from the outer surface.
- b) For hollow forgings: Midway between the inner and outer surface of the wall thickness.

**12.0 MECHANICAL PROPERTIES:**

The test pieces shall have the following mechanical properties.

Ruling section min	Tensile Strength N/mm <sup>2</sup> Min	0.2% proof Strength N/mm <sup>2</sup> Min	% Elongation (L=5d) Min		Charpy Impact Strength (ISO-V) J, min	
			L	T	L	T
150	850-1000	680	13	10	50	37
>150-250	850-1000	650	13	10	35	26
>250-450	775-925	585	11	8	20	15

**NOTE:** a) Mechanical tests shall be performed preferably on tangential test samples. If the forging configuration does not allow for taking tangential test samples, longitudinal ones shall be used. L&T in the above table indicate values for longitudinal and transverse samples.

- b) Tensile test shall be performed as per IS :1608 or any reputed National Standard.
- c) The charpy impact test shall be performed on a 2mm ISO V-Notch, as per IS:1757 or any reputed National Standard.

The impact values indicated above are average of 3 values. All the 3 values shall be reported. Only one value can be lower than the minimum specified value but not less than 2/3 of the same.



### 13.0 NON-DESTRUCTIVE TESTS:

The following test shall be conducted on the forgings.

13.1 Ultrasonic test: Shall be performed as per AA0850118 with both longitudinal and shear waves and following shall be unacceptable defects, unless otherwise specified in the drawing.

- i) Cracks, flaks, seams and laps
- ii) Defects giving indications larger than that from a 4mm diameter equivalent flaw.
- iii) Groups of defects with maximum indication less than that from a 4mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 50%.
- iv) Defects giving indication of 2 to 4mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.

13.2 Magnetic particle test: MPI shall be conducted as per ASTM-A275:

Cracks and laps are not acceptable.

### 14.0 RETESTS:

If any of the selected test specimens fail to meet the specified requirement due to some mechanical reasons, another specimen may be taken for testing.

In the event of failure due to material heat-treatment, two more reheat-treatments shall be permitted. However, retempering is not considered as reheat-treatment.

### 15.0 INSPECTION AT SUPPLIER'S WORKS:

BHEL representative shall have free entry & access to all the areas of the where the manufacture of the forgings is carried out. All reasonable facilities shall be extended to him including labour wherever necessary.

BHEL representative shall be given sufficient advance intimation shall be given to the representative to witness the various process, tests etc. Punching & Identification of test coupons & forging and execution of various tests shall be done in the presence of BHEL representative.

### 16.0 TEST CERTIFICATE:

16.1 The supplier shall furnish three copies of the test certificate (English) with containing the following details.



**PLANT PURCHASING  
SPECIFICATION  
HYDERABAD**

**HY 19369**

**Rev. No.04**

**Page 5 of 5**

1. HY 19369 Rev.04
2. BHEL Order No.
3. Item Description
4. Drawing No.
5. Supplier's Name.
6. Melt No.
7. Serial No. of the forging.
8. Heat treatment Details
9. Result of all test stipulated in this specification.

**16.2** The test certificate shall be attested by the chief of Inspection /Chief Metallurgist of the Supplier and also by BHEL representative.

**17.0 MARKING AND PACKING:**

**17.1** The following details shall be punched clearly on each forging and the same shall be encircled by paint:

- 1) HY 19369 Rev.04
- 2) BHEL Order No.
- 3) Melt No.
- 4) Serial No. of the forging
- 5) Drawing No.
- 6) BHEL Inspector's stamp
- 7) Supplier's Name.

The forgings shall be suitably packed to prevent damage and corrosion during transit. In the case of overseas supplies, the packing shall be seaworthy.

**18.0 REJECTION AND REPLACEMENT:**

In the event of the forging proving defective in the course of further processing at BHEL, the same shall be rejected notwithstanding any previous acceptance.

The supplier shall replace the rejected forgings at his own cost, and the rejected forgings shall be returned after all the commercial conditions are satisfied.

Sl.No.	Component/Operation	Characteristic Checked	Forging - TRUNION SHAFT			Reference Documents	Acceptance Norm	Format of Record	Agency			Remarks
			Type/Method of Check	Extent of Check					P	W	V	
1	Ingot/Blooms/Blooms	i. Material Identification ii. Composition	Visual Chemical Analysis	100% 1 Sample per melt.	Tech Spec HY19369	Tech Spec HY19369	I.R. T.C.	3 3	- -	- 2		
2	Forging	i. Heat Treatment ii. Test Piece Marking (Integral Test Piece) iii. Mechanical Properties (a) Chemical Analysis (b) Microstructure c.i. Phase Check (Heat Treat) c.ii. Grain Size c.iii. Inclusion Rating (NMI) c.iv. Decarburization c.v. Banding / Segregation c.vi. Micro-cracks / Defects	H.T Chart Transfer of Marking Mechanical Test Chemical Analysis Microstructure Metallographic examination (Nitral etching) ASTM grain size measurement Microscope rating method (ASTM E45 / equivalent) Microstructure examination from surface Microstructure examination Metallographic examination	1 Sample per melt. 100% 100% 1 Sample per melt. 1 Sample per melt. 1 Sample per melt. 1 Sample per melt. 1 Sample per melt. 1 Sample per melt.	Tech Spec HY19369 Tech Spec HY19369 Tech Spec HY19369 -do- IS 7739 / ASTM E407 IS 4748 / ASTM E112 IS 4163 / ASTM E45 IS 6396 IS 7739	Tech Spec HY19369 Tech Spec HY19369 Tech Spec HY19369 -do- T.C. T.C. T.C. T.C. T.C. T.C. T.C. T.C. T.C. T.C. T.C.	HT Chart Q.C.Record T.C. -do- T.C. T.C. T.C. T.C. T.C. T.C. T.C. T.C.	3 3 3 3 3 3 3 3 3 3 3 3 3	- 2 - - 2 2 2 2 2 2 2 2 2	Heat treatment should be 100% monitoring of furnace chart, not sample based. 1) The vendor shall have in-house calibrated testing facilities. In case any test is outsourced, the same shall be carried out only through NABL-accredited laboratories 2) Integral test piece shall be cut in the presence of the BHEL Inspector. Seal transfer shall be carried out, and mechanical testing shall be witnessed by the BHEL representative/inspector 3) Tangential test pieces to be tested for mechanical properties from both the ends as per specification HY19369.		
3	In Process (After Rough Machining) Before Centre drilling	v. Surface Defects i. Soundness of Forging after skin cut	Visual Ultrasonic Testing	100% 100%	Free from Defects Tech Spec AA0850118	HY19369 Free from Defects Tech Spec AA0850118	I.R. U.T.Report	3/2 3/2	2 2	- -	Forging supplier log sheet to be reviewed Calculation sheet for reduction ratio to be submitted. 1) 100% Ultrasonic Testing (UT) shall be carried out as per Cat-2 with both longitudinal and shear waves and shall be witnessed by the BHEL inspector. 2) UT shall be conducted before centre hole through drilling. 100% MPI shall be carried out. Cracks and Laps are not acceptable.	
4	Final Inspection	ii. Surface Defects iii. Dimensions i. Cleanliness ii. Identification & Marking iii. Prevention (from rust)	M.P.I. Measurement Visual Punching Heat No Inspector Seal Visual	100% 100% 100% 100% 100%	Tech Spec ASTM A275 Drawing Tech Spec ASTM A275 Drawing Tech Spec ASTM A275 Drawing Tech Spec ASTM A275 Drawing	Tech Spec ASTM A275 Drawing Tech Spec ASTM A275 Drawing Tech Spec ASTM A275 Drawing	I.R. D.R. I.R. I.R. I.R.	3/2 3 3 3 3	2 - 2 - -	- 2 - - -	Marking by hard stamp method Rust preventative coating shall be done	
Q.P.No.	RV/C&F/123 Rev 00	Prepared by	Shadab	Approved by	C.K.Prajapati	Legend	P=Perform W=Witness V=Verify					TC=Test Certificate HT=Heat Treatment DR=Dimension Report IR=Inspection Report
Date	12-03-2026	Signature & Date		Signature & Date								
Page No.	1 of 1	BHEL		BHEL								

शादाब आलम / Shadab Alam  
 इस प्रबंधक (प्रभियंत्रिकी एवं विपणन) Dy. Manager (E & M)  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
 Bharat Heavy Electricals Limited  
 एच.ई.आर.पी.-वाराणसी/HERP-Varanasi

चन्द्र केतु प्रजापति / Chandra Ketu Prajapati  
 इस महाप्रबंधक (प्रभियंत्रिकी एवं विपणन) / DGM (E & M)  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
 Bharat Heavy Electricals Limited  
 एच.ई.आर.पी.-वाराणसी/HERP-Varanasi

Enq.No.  
Vendor Name  
Quotation No.  
Quotation Date

**TECHNICAL CONDITION**

Sl.No.	Description	Vendor Response	Comment
1	Technical condition as per NIT		
2	Acceptance of items and their quantity as per NIT		
3	Quoted for all the items of NIT		
4	Delivery Period as per NIT		
5	Submission of Guarantee/Warranty certificate as per NIT		
6	Submission of Test Certificate as per NIT		
7	Submission of Inspection Certificate as per NIT		
8	Acceptance of packing instruction/condition as per NIT		

**COMMERCIAL CONDITION**

Sl.No.	Description	Vendor Response	Comment
1	Delivery Term <i>(Insurance will be in vendor scope if delivery term is accepted as BHEL Store)</i>		
2	MSE Status		
3	Payment Term		
4	Validity of offer as per NIT		
5	GST Type		
6	LD Clause as per GTC		
7	Risk purchase as per NIT		
8	Firm Price : The quoted/finalized rates shall be firm till execution of supplies. <i>Offer with PVC (Price Variation Clause) will not be considered.</i>		
9	Submission of Bank Guarantee		
10	Acceptance of Reverse Auction clause of NIT		
11	I have read & understood all terms and conditions of GTC and hereby give my acceptance on the same		

**NOTE** Vendors have to write in "Comment" box only if their response is not available in drop down menu.

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

**ITEM DESCRIPTION:  
ENQUIRY NO:**

SI No	BHEL STANDARD TERMS & CONDITIONS	Confirmation of supplier (Yes/No)
1.	A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMELY TECHNO-COMMERCIAL BID & PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS: (I) TECHNO – COMMERCIAL BID & (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES. (B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY. (C) THE DIFFERENCE BETWEEN “UN-PRICED OFFER” AND “PRICED OFFER” SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING. (D) <b>IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR:</b> THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART- 1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR <a href="https://herp.bhel.com">https://herp.bhel.com</a> .	
2.	BID SHOULD BE FREE FROM CORRECTION, OVERWRITING, USING CORRECTIVE FLUID, ETC. ANY INTERLINEATION , CUTTING , ERASURE OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE ATTESTED UNDER FULL SIGNATURE(S) OF PERSON(S) SIGNING THE BID ELSE BID SHALL BE LIABLE FOR REJECTION .	
3.	YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE.	
4.	VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HEREWITH OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY.	
5.	PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED.	
6.	THE TENDER RECEIVED AFTER 14:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED.	
7.	PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS.	
8.	NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE.	
9.	THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER.	
10.	VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE.	
11.	BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY.	
12.	<b>PRICING TERMS:</b> 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 VENDORS, THE QUOTED PRICE SHALL BE TAKEN AS INCLUSIVE OF THIRD PARTY INSPECTION AND TESTING CHARGES AS CALLED FOR IN THE NIT.	
13.	<b>BID EVALUATION:</b> UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY, ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS. IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE BIDDERS HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNT, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATION SHALL BE FINAL AND BINDING.	
14.	<b>TERMS OF DELIVERY:</b> <b>I. FOR INDIGENOUS SUPPLIERS:</b> THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED.	
15.	IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION (RATE OF BHEL TRANSPORT CONTRACT SHALL BE AS APPLICABLE RATE ON PART-1 BID OPENING DATE).	
16.	INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/ MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT.	
17.	<b>PAYMENT TERMS:</b> <b>I.FOR MSE VENDORS:</b> 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. <b>II.FOR MEDIUM ENTERPRISES VENDORS:</b> 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. <b>III. FOR NON- MSME:</b> 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. <b>IV.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -</b> <b>PART-I:</b> BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. <b>PART-II:</b> GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL. NOTE: 1. PAYMENT WILL BE MADE AFTER ACCEPTANCE OF MATERIAL. 2. ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE. 3. IF ANY SUPPLIER FALLS UNDER “NON MSE” OR “NON MEDIUM” CATEGORY AT THE TIME OF PO PLACEMENT AND IF PARTY DOES NOT INFORM BHEL REGARDING CHANGE IN THEIR STATUS BEFORE PROCESSING OF THE PAYMENT, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SUPPLIER WITHOUT ANY FURTHER INTIMATION. IF SUCH SUPPLIER INFORM BHEL OR BHEL GETS UPDATED ON THEIR OWN ABOUT PARTY'S STATUS CHANGE (WHEN PARTY BECOMES MSME FROM NON-MSME) BEFORE PROCESSING OF THE PAYMENT, PARTY'S PAYMENT TERM WILL BE CHANGED AS PER APPLICABLE STATUS. ACCORDINGLY, PURCHASING OFFICER WILL CHANGE PAYMENT TERMS IN THE APPLICABLE PO/S ALSO.	
18.	<b>LOADING OF PAYMENT TERM:</b> IN CASE OF DEVIATION, LOADING @ REPO RATE+4% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL.	
19.	<b>LIQUIDATED DAMAGES/ LATE DELIVERY (LD) PENALTY CLAUSE:</b> SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN.	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

20.	<p><b>LOADING OF LIQUIDATED DAMAGES (LD):</b> DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL.</p> <p><b>LOADING OF DELIVERY TERM:</b> FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW:</p> <p>(i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS,</p>	
21.	<p><b>DELIVERY PERIOD:</b> VENDOR SHOULD STRICTLY QUOTE THE DELIVERY PERIOD AS MENTIONED IN NIT.</p>	
22.	<p>IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION.</p>	
23.	<p><b>BANK GUARANTEE:</b> THE COST OF BHEL FREE ISSUE MATERIALS PER SET/PER ASSEMBLY AND TOTAL COST OF FIM FOR THE ENQUIRY ARE MENTIONED IN NIT. IN THIS REGARD:</p> <p>1 (a). PARTY WILL HAVE TO SUBMIT EQUAL AMOUNT OF SECURITY DEPOSIT (IN THE FORM OF 10% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 90% INDEMNITY BOND) TOWARDS THE COST OF BHEL MATERIALS TO BE ISSUED TO THEM BEFORE THE ISSUE OF BHEL MATERIALS TO THEM. AT ANY POINT OF TIME, PROPORTIONATE SECURITY DEPOSIT OF TOTAL/CUMMULATIVE MATERIAL VALUE SHOULD BE MAINTAINED.</p> <p>(b) IN CASE OF TRIAL/DEVELOPMENTAL ORDER, PARTY WILL HAVE TO SUBMIT 30% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 70% INDEMNITY BOND TOWARDS THE COST OF BHEL FIM.</p> <p>2. BHEL MAY ASK THE SUPPLIER FOR SUBMISSION OF FULL SECURITY DEPOSIT AMOUNT OR PART DEPENDING UPON THE AVAILABILITY OF FREE ISSUE MATERIALS AT OUR END.</p> <p>3. PARTY MUST HAVE TO SUBMIT THE SAME WITHIN 02 WEEK TIME FROM THE DATE OF WRITTEN INTIMATION BY BHEL WITHOUT FAIL OTHERWISE IT WOULD TREATED AS FAILURE OF HONOURING PO TERMS AND ACCORDINGLY BHEL MAY CANCEL THE PURCHASE ORDER AND INITIATE ALTERNATE PROCUREMENT ACTION AT SUPPLIER RISK &amp; COST.</p> <p>4. IN CASE OF ABSENCE OF DESIRED SECURITY DEPOSIT AT BHEL END AND ALSO NON RESPONSE OF POINT NO. 03 AS ABOVE,</p> <p>I. BHEL MAY HOLD THE PENDING PAYMENTS OF SUPPLIER AVAILABLE AT BHEL <b>ON THEIR CONSENT.</b></p> <p>II. IF NO PAYMENT IS PENDING AT BHEL END, ACTION FOR ALTERNATE PROCUREMENT ACTION MAY BE INITIATED.</p> <p><b>5. THE FORMAT OF BG AND IB SHALL BE PER ATTACHED ANNEXURE-BG/FIM AND IB-FIM RESPECTIVELY</b></p> <p>6. PARTY SHALL HAVE TO ARRANGE FURNISHING OF THE SFMS CODE ALONG WITH THE BG.</p>	
24.	<p>TRANSPORTATION CHARGES FOR SENDING BHEL FREE ISSUE MATERIALS (FIM) TO THE PARTY WORKS WILL BE BORNE BY BHEL ONLY. THE FREIGHT CHARGES FOR SENDING THE BHEL FIM FROM HERP STORES TO PARTY'S WORK FOR EACH ITEM WILL BE LOADED AS PER BHEL TRANSPORT CONTRACT AT THE TIME OF TOTAL LANDED COST CALCULATION (RATE OF BHEL TRANSPORT CONTRACT SHALL BE AS APPLICABLE RATE ON PART-1 BID OPENING DATE). HOWEVER, VARANASI/LOCAL BASED VENDORS WILL LIFT THE FIM FROM BHEL STORES AND BORNE ITS TRANSPORTATION CHARGES.</p>	
25.	<p>IF BHEL ISSUES FREE ISSUE MATERIALS TO THE SUPPLIER, IT MUST BE RETURNED WITHIN THE TIME LIMIT AS PRESCRIBED IN GST LAW (PRESENTLY 01 (ONE) YEAR FROM THE DATE OF FREE ISSUE DATE) TO COMPLY THE GST RULES. IF ANY VENDOR DOES NOT RETURN THE BHEL FREE ISSUE MATERIALS AS MENTIONED ABOVE, THE FINANCIAL IMPLICATION ON ACCOUNT OF THIS, IF ANY, SHALL BE RECOVERED FROM THE PARTY BILLS.</p>	
26.	<p><b>REVERSE AUCTION:</b> BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON <a href="http://WWW.BHEL.COM">WWW.BHEL.COM</a>) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALY QUALIFIED BIDDERS.</p> <p>PRICE BIDS OF ALL TECHNO-COMMERCIALY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO (ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.</p>	
27.	<p>IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 26, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION.</p>	
28.	<p>BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF</p> <p>(I) THE WORK PROGRESS OF THE VENDOR IS POOR, OR</p> <p>(II) THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL &amp; NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED, OR</p> <p>(III) THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT,</p>	
29.	<p>THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE <a href="http://www.bhel.com">www.bhel.com</a></p>	
30.	<p><b>RESERVATION RIGHTS OF BHEL:</b> – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY.</p>	
31.	<p><b>NON-DISCLOSURE AGREEMENT:</b> ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAS (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED.</p>	
32.	<p><b>SETTLEMENT OF DISPUTE:</b></p> <p>IF ANY DISPUTE OR DIFFERENCE OF ANY KIND WHATSOEVER SHALL ARISE BETWEEN BHEL AND THE SUPPLIER/VENDOR, ARISING OUT OF THE CONTRACT FOR THE PERFORMANCE OF THE WORK WHETHER DURING THE PROGRESS OF CONTRACT TERMINATION, ABANDONMENT OR BREACH OF THE CONTRACT, IT SHALL IN THE FIRST PLACE REFERRED TO DESIGNATED ENGINEER FOR AMICABLE RESOLUTION BY THE PARTIES. DESIGNATED ENGINEER (TO BE NOMINATED BY BHEL FOR SETTLEMENT OF DISPUTES ARISING OUT OF THE CONTRACT) WHO WITHIN 60 DAYS AFTER BEING REQUESTED SHALL GIVE WRITTEN NOTICE OF HIS DECISION TO THE CONTRACTOR. SAVE AS HEREINAFTER PROVIDED, SUCH DECISION IN RESPECT OF EVERY MATTER SO REFERRED SHALL FORTHWITH BE GIVEN EFFECT TO BY THE SUPPLIER/VENDOR WHO SHALL PROCEED WITH THE WORK WITH ALL DUE DILIGENCE, WHETHER HE OR BHEL DESIRES TO RESOLVE THE DISPUTE AS HEREINAFTER PROVIDED OR NOT.</p> <p>IF AFTER THE DESIGNATED ENGINEER HAS GIVEN WRITTEN NOTICE OF THIS DECISION TO THE PARTY AND NO INTENTION TO PURSUE THE DISPUTE HAS BEEN COMMUNICATED TO HIM BY THE AFFECTED PARTY WITHIN 30 DAYS FROM THE RECEIPT OF SUCH NOTICE, THE SAID DECISION SHALL BECOME FINAL AND BINDING ON THE PARTIES. IN THE EVENT THE SUPPLIER/VENDOR BEING DISSATISFIED WITH ANY SUCH DECISION OR IF AMICABLE SETTLEMENT CANNOT BE REACHED THEN ALL SUCH DISPUTED ISSUES SHALL BE RESOLVED THROUGH CONCILIATION IN TERMS OF THE BHEL CONCILIATION SCHEME 2018 AS PER CLAUSE 14.1</p>	
33.	<p><b>CONCILIATION (Clause 14.1):</b></p> <p>ANY DISPUTE, DIFFERENCE OR CONTROVERSY OF WHATEVER NATURE HOWSOEVER ARISING UNDER OR OUT OF OR IN RELATION TO THIS AGREEMENT (INCLUDING ITS INTERPRETATION) BETWEEN THE PARTIES, AND SO NOTIFIED IN WRITING BY EITHER PARTY TO THE OTHER PARTY (THE "DISPUTE") SHALL, IN THE FIRST INSTANCE, BE ATTEMPTED TO BE RESOLVED AMICABLY IN ACCORDANCE WITH THE CONCILIATION PROCEDURE AS PER BHEL CONCILIATION SCHEME 2018. THE PROCEEDINGS OF CONCILIATION SHALL BROADLY BE GOVERNED BY PART-III OF THE ARBITRATION AND CONCILIATION ACT 1996 OR ANY STATUTORY MODIFICATION THEREOF AND AS PROVIDED IN - "PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS" (AS AVAILABLE IN <a href="http://WWW.BHEL.COM">WWW.BHEL.COM</a>)).</p> <p><b>Note:</b></p> <p>MINISTRY OF FINANCE HAS ISSUED OM REFERENCE NO. 1/2/24 DATED 03.06.2024 REGARDING "GUIDELINES FOR ARBITRATION AND MEDIATION IN CONTRACTS OF DOMESTIC PUBLIC PROCUREMENT. IN THE SAID OM IT HAS BEEN RECOMMENDED THAT GOVERNMENT DEPARTMENTS/ ENTITIES/AGENCIES ARE TO ENCOURAGE MEDIATION UNDER THE MEDIATION ACT. 2023. THE SAID ACT HAS NOT YET BEEN NOTIFIED BY THE GOVERNMENT. THEREFORE, THE CLAUSE "SETTLEMENT OF DISPUTES" SHALL BE MODIFIED ACCORDINGLY AS AND WHEN THE MEDIATION ACT 2023 GETS NOTIFIED.</p>	
34.	<p><b>ARBITRATION (14.2) :</b></p>	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

	<p>14.2.1 EXCEPT AS PROVIDED ELSEWHERE IN THIS CONTRACT, IN CASE PARTIES ARE UNABLE TO REACH AMICABLE SETTLEMENT (WHETHER BY CONCILIATION TO BE CONDUCTED AS PROVIDED IN CLAUSE 14.1 HEREIN ABOVE OR OTHERWISE) 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 (HEREINAFTER REFERRED TO AS THE 'DISPUTE'), THEN, EITHER PARTY MAY, REFER THE DISPUTES TO ARBITRAL INSTITUTION (TO BE IDENTIFIED BY BHEL VARANASI) AND SUCH DISPUTE TO BE ADJUDICATED BY SOLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THE RULES OF SAID ARBITRAL INSTITUTION.</p> <p>14.2.2 A PARTY WILLING TO COMMENCE ARBITRATION PROCEEDING SHALL INVOKE ARBITRATION CLAUSE BY GIVING NOTICE TO THE OTHER PARTY IN TERMS OF SECTION 21 OF THE ARBITRATION &amp; CONCILIATION ACT, 1996 (HEREINAFTER REFERRED TO AS THE 'NOTICE') BEFORE REFERRING THE MATTER TO ARBITRAL INSTITUTION. THE NOTICE SHALL BE ADDRESSED TO THE HEAD OF THE UNIT, BHEL, EXECUTING THE CONTRACT AND SHALL CONTAIN THE PARTICULARS OF ALL CLAIMS TO BE REFERRED TO ARBITRATION WITH SUFFICIENT DETAIL AND SHALL ALSO INDICATE THE MONETARY AMOUNT OF SUCH CLAIM INCLUDING INTEREST, IF ANY.</p> <p>14.2.3 AFTER EXPIRY OF 30 DAYS FROM THE DATE OF RECEIPT OF AFORESAID NOTICE, THE PARTY INVOKING THE ARBITRATION SHALL SUBMIT THAT DISPUTE TO THE ARBITRAL INSTITUTIONS ( TO BE IDENTIFIED BY BHEL VARANASI )AND THAT DISPUTE SHALL BE ADJUDICATED IN ACCORDANCE WITH THEIR RESPECTIVE ARBITRATION RULES. THE MATTER SHALL BE ADJUDICATED BY A SOLE ARBITRATOR WHO SHALL NECESSARILY BE A RETD JUDGE HAVING CONSIDERABLE EXPERIENCE IN COMMERCIAL MATTERS TO BE APPOINTED/NOMINATED BY THE RESPECTIVE INSTITUTION. THE COST/EXPENSES PERTAINING TO THE SAID ARBITRATION SHALL ALSO BE GOVERNED IN ACCORDANCE WITH THE RULES OF THE RESPECTIVE ARBITRAL INSTITUTION. THE DECISION OF THE PARTY INVOKING THE ARBITRATION FOR REFERENCE OF DISPUTE TO A SPECIFIC ARBITRAL INSTITUTION FOR ADJUDICATION OF THAT DISPUTE SHALL BE FINAL AND BINDING ON BOTH THE PARTIES AND SHALL NOT BE SUBJECT TO ANY CHANGE THEREAFTER. THE INSTITUTION ONCE SELECTED AT THE TIME OF INVOCATION OF DISPUTE SHALL REMAIN UNCHANGED.</p> <p>14.2.4 THE FEE AND EXPENSES SHALL BE BORNE BY THE PARTIES AS PER THE ARBITRAL INSTITUTIONAL RULES.</p> <p>14.2.5 THE ARBITRATION PROCEEDINGS SHALL BE IN ENGLISH LANGUAGE AND THE SEAT AND VENUE OF ARBITRATION SHALL BE AT Varanasi (U.P.).</p> <p>14.2.6 SUBJECT TO THE ABOVE, THE PROVISIONS OF ARBITRATION &amp; CONCILIATION ACT 1996 AND ANY AMENDMENT THEREOF SHALL BE APPLICABLE. ALL MATTERS RELATING TO THIS CONTRACT AND ARISING OUT OF INVOCATION OF ARBITRATION CLAUSE ARE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT(S) SITUATED AT Varanasi (U.P.).</p> <p>14.2.7 NOTWITHSTANDING ANY REFERENCE TO THE DESIGNATED ENGINEER OR CONCILIATION OR ARBITRATION HEREIN, A. THE PARTIES SHALL CONTINUE TO PERFORM THEIR RESPECTIVE OBLIGATIONS UNDER THE CONTRACT UNLESS THEY OTHERWISE AGREE. SETTLEMENT OF DISPUTE CLAUSE CANNOT BE INVOKED BY THE CONTRACTOR, IF THE CONTRACT HAS BEEN MUTUALLY CLOSED OR 'NO DEMAND CERTIFICATE' HAS BEEN FURNISHED BY THE CONTRACTOR OR ANY SETTLEMENT AGREEMENT HAS BEEN SIGNED BETWEEN THE EMPLOYER AND THE CONTRACTOR.</p> <p>14.2.8 IT IS AGREED THAT MECHANISM OF RESOLUTION OF DISPUTES THROUGH ARBITRATION SHALL BE AVAILABLE ONLY IN THE CASES WHERE THE VALUE OF THE DISPUTE IS LESS THAN RS. 10 CRORES.</p> <p>14.2.9 IN CASE THE DISPUTED AMOUNT CLAIM, COUNTER CLAIM INCLUDING INTEREST IS RS. 10 CRORES AND ABOVE, THE PARTIES SHALL BE WITHIN THEIR RIGHTS TO TAKE RECOURSE TO REMEDIES OTHER THAN ARBITRATION, AS MAY BE AVAILABLE TO THEM UNDER THE APPLICABLE LAWS AFTER PRIOR INTIMATION TO THE OTHER PARTY. SUBJECT TO THE AFORESAID CONDITIONS, PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 AND ANY STATUTORY MODIFICATIONS OR RE-ENACTMENT THEREOF AS AMENDED FROM TIME TO TIME, SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE.</p> <p>14.2.10 IN CASE, MULTIPLE ARBITRATIONS ARE INVOKED (WHETHER SUB-JUDICE OR ARBITRAL AWARD PASSED) BY ANY PARTY TO UNDER THIS CONTRACT, THEN THE CUMULATIVE VALUE OF CLAIMS (INCLUDING INTEREST CLAIMED OR AWARDED) IN ALL SUCH ARBITRATIONS SHALL BE TAKEN IN ACCOUNT WHILE ARRIVING AT THE TOTAL CLAIM IN DISPUTE FOR THE SUBJECT CONTRACT FOR THE PURPOSE OF CLAUSE 14.2.9. DISPUTES HAVING CUMULATIVE VALUE OF LESS THAN 10 CRORES SHALL BE RESOLVED THROUGH ARBITRATION AND ANY ADDITIONAL DISPUTE SHALL BE ADJUDICATED BY THE COURT OF COMPETENT JURISDICTION.</p> <p><b>14.2.11 IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:</b> IN THE EVENT OF ANY DISPUTE OR DIFFERENCE RELATING TO THE INTERPRETATION AND APPLICATION OF THE PROVISIONS OF COMMERCIAL CONTRACT(S) BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES (CPSES)/ PORT TRUSTS INTER SE AND ALSO BETWEEN CPSES AND GOVERNMENT DEPARTMENTS/ORGANIZATIONS (EXCLUDING DISPUTES CONCERNING RAILWAYS, INCOME TAX, CUSTOMS &amp; EXCISE DEPARTMENTS), SUCH DISPUTE OR DIFFERENCE SHALL BE TAKEN UP BY EITHER PARTY FOR RESOLUTION THROUGH AMRCD (ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES) AS MENTIONED IN DPE OM NO. 05/0003/2019-FTS-10937 DATED 14-12-2022 AS AMENDED FROM TIME TO TIME.</p>	
35.	<p><b>JURISDICTION :</b> THIS CONTRACT SHALL BE GOVERNED BY THE LAW FOR THE TIME BEING IN FORCE IN THE REPUBLIC OF INDIA. THE CIVIL COURT HAVING ORIGINAL CIVIL JURISDICTION AT VARANASI-UP, SHALL ALONE HAVE EXCLUSIVE JURISDICTION IN REGARD TO ALL MATTERS IN RESPECT OF THE CONTRACT.</p>	
36.	<p>I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE:</p> <ol style="list-style-type: none"> <li>05 (FIVE) COPIES OF GST INVOICES</li> <li>COPY OF GR/RR.</li> <li>TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY).</li> </ol> <p>II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS &amp; OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS.</p> <p>III. THE VENDOR SHOULD PROVIDE BILLS &amp; OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIATELY.ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.</p> <p>IV. DIGITALLY SIGNED INVOICE IS ALSO ACCEPTABLE FOR PROCESSING OF PAYMENT.</p>	
37.	<p>THE VENDOR SHALL ENSURE THAT THEIR BANK DETAILS ARE UPDATED WITH US FOR TIMELY PAYMENT THROUGH EFT (ELECTRONICS FUND TRANSFER).</p>	
38.	<p><b>GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS:</b> THE REVISED GUIDELINES FOR SUSPENSION OF BUSSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY.</p>	
39.	<p>VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION.</p>	
40.	<p>ALL ABOVE ACCEPTED TERMS &amp; CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED.</p>	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

41.	<p><b>IMPORTANT INSTRUCTION:</b></p> <p>I.VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS &amp; CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACTLY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING.</p> <p>II.DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER.</p> <p>II.II.IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION.</p> <p>IV.PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS UNDER THE CONTRACT.</p> <p>V.SUCH PRE-DISPATCH INSPECTION, EXAMINATION AND TESTING, IF MADE, AT VENDOR'S WORKS SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFECTS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.</p>	
42.	<p><b>IMPORTANT CLAUSE FOR GST:</b> INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL:</p> <p>I. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE.</p> <p>II. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL.</p> <p>III. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL.</p> <p>IV. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME.</p> <p>V. IN CASE OF DISCREPANCY IN THE DATA UPLOADED BY THE BIDDER IN THE GSTN PORTAL VIS-A-VIS THE TAX INVOICE OR IN CASE OF ANY SHORTAGES OR REJECTION IN THE SUPPLY, THEN BHEL WILL NOT BE ABLE TO AVAIL THE TAX CREDIT. BIDDER HAS TO RECTIFY THE DATA DISCREPANCY IN THE GSTN PORTAL OR ISSUE CREDIT NOTE OR DEBIT NOTE (DETAILS ALSO TO BE UPLOADED IN GSTN PORTAL) FOR THE SHORTAGES OR REJECTIONS IN THE SUPPLIES OR ADDITIONAL CLAIMS FOR PROCESSING OF SUCH INVOICES.</p> <p>VI. GST TDS DEDUCTED AS PER GST ACT, IS UPLOADED IN GSTN PORTAL ALONG GSTR7. BIDDERS CAN DIRECTLY DOWNLOAD THE GST TDS CERTIFICATE FROM THE GSTN PORTAL.</p> <p>IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL.</p> <p>IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL.</p> <p>IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT &amp; RULES REFERRED THERE UNDER .</p>	
43.	<p><b>STATUTORY VARIATION CLAUSE :</b> ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE SCHEDULED PURCHASE ORDER DELIVERY PERIOD.2.NEW TAXES AND DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION OF BHEL. HOWEVER, BIDDER SHALL TAKE PRIOR APPROVAL OF BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.</p>	
44.	<p><b>IMPORTANT INSTRUCTION FOR MSEs SUPPLIERS:</b></p> <p>I. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM-II CERTIFICATE HAVING DEEMED VALIDITY (FIVE YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGEMENT IN EM-II) OR VALID NSIC CERTIFICATE OR EM-II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (LATEST AUDITED).DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART -1 IN CASE OF TWO PART BID). NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BID AT PAR WITH OTHER BIDDERS. NO BENEFIT SHALL BE APPLICABLE FOR THIS ENQUIRY IF ANY DEFICIENCY IN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE 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. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE.</p> <p>II.IN CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE 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 WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL.</p> <p>III.25 % OF THE TENDERED QUANTITY IS EARMARKED FOR MSE SUPPLIERS IN THIS TENDER.</p> <p>IV.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 4 % SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY SC/ST ENTREPRENEURS.</p> <p>V.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 3% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY WOMEN.</p> <p>VI.IN CASE MSE VENDOR PARTICIPATING IN THE TENDER QUOTES WITHIN THE PRICE BAND OF "L1+15%", THEY WILL BE ALLOWED TO SUPPLY THE 25% PORTION OF THE REQUIREMENT SUBJECT TO ACCEPTANCE OF L1 PRICE (ON LANDED COST BASIS) BY MSE VENDOR. IN CASE OF MORE THAN ONE SUCH MSE VENDOR WITHIN THE "L1+15% PRICE BAND" THE SUPPLY SHALL BE SHARED PROPORTIONATELY (TO 25% TENDERED QUANTITY).</p> <p>VII.IF THE L1 VENDOR HAPPENS TO BE A MSE VENDOR AGAINST ANY ITEM CODE, THEN 100% OF THE TENDERED QTY (FOR RESPECTIVE ITEM CODE) SHALL BE PROPOSED TO ORDER ON THE L1 (MSE) VENDOR, EVEN THOUGH THERE MAY BE OTHER MSE VENDORS WITHIN THE "L1+15% PRICE BAND".</p> <p>VIII.IN CASE AFTER OPENING OF PRICE BID, IT IS SEEN THAT NO MSE HAS BECOME L1, THEN DEPENDING ON THE NATURE OF THE ITEM, IF IT IS NOT POSSIBLE TO SPLIT THE TENDERED ITEMS/QUANTITIES ON ACCOUNT OF REASONS LIKE CUSTOMER CONTRACT REQUIREMENTS OF SUPPLYING ONE MAKE FOR A GIVEN PROJECT OR TECHNICAL REASONS LIKE TENDERED ITEMS BEING A SYSTEM etc. THEN BHEL WOULD NOT COUNTER OFFER THE L1 PRICES EVEN THOUGH THERE MAY BE MSE BIDDERS WITHIN THE "L1+15% PRICE BAND" OF L1.</p>	
45.	<p>THE <b>STARTUPS</b> AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO.: G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS.</p>	
46.	<p><b>PURCHASE PREFERENCE FOR INDIAN VENDORS:</b> FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS I LOCAL SUPPLIER / CLASS II LOCAL SUPPLIER /NON LOCAL – SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY 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>MODEL CLAUSE FOR TENDER.</b></p> <p>I. 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.</p>	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27

ANNEXURE-A

	<p>II. "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 DESCRIPTIONS OF BIDDERS STATED HEREINBEFORE, INCLUDING ANY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCUREMENT PROCESS.</p> <p>III. "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA" FOR THE PURPOSE OF THIS ORDER MEANS: -</p> <p>a) AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>b) A SUBSIDIARY OF AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>c) AN ENTITY SUBSTANTIALLY CONTROLLED THROUGH ENTITIES INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>d) AN ENTITY WHOSE BENEFICIAL OWNER IS SITUATED IN SUCH A COUNTRY; OR</p> <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> <p>IV. THE BENEFICIAL OWNER FOR THE PURPOSE OF (III) ABOVE WILL BE AS UNDER:</p> <p>1. IN CASE OF A 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 OF 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 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 OF CAPITAL OF 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 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> <p>V. AN AGENT IS A PERSON EMPLOYED TO DO ANY ACT FOR ANOTHER, OR TO REPRESENT ANOTHER IN DEALINGS WITH THIRD PERSON.</p> <p><b>CERTIFICATE:</b> IN ORDER TO AVAIL THE BENEFITS, VENDORS TO SUBMIT (ALONG WITH OFFER) THE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE CONTENT REQUIREMENT FOR CLASS-I/ CLASS-II LOCAL SUPPLIER AS THE CASE MAY BE, INDICATING THE PERCENTAGE OF LOCAL CONTENT . AND SHALL GIVE DETAILS OF LOCATION AT WHICH THE LOCAL VALUE ADDITION IS MADE (refer attached Make in India (Model Certificate no I).</p>	
47.	<p>13.1 "FORCE MAJEURE" SHALL MEAN CIRCUMSTANCE WHICH IS:</p> <p>A) BEYOND CONTROL OF EITHER OF THE PARTIES TO CONTRACT,</p> <p>B) EITHER OF THE PARTIES COULD NOT REASONABLY HAVE PROVIDED AGAINST THE EVENT BEFORE ENTERING INTO THE CONTRACT,</p> <p>C) HAVING ARISEN, EITHER OF THE PARTIES COULD NOT REASONABLY HAVE AVOIDED OR OVERCOME, AND</p> <p>D) IS NOT SUBSTANTIALLY ATTRIBUTABLE TO EITHER OF THE PARTIES</p> <p>AND</p> <p>PREVENTS THE PERFORMANCE OF THE CONTRACT</p> <p>SUCH CIRCUMSTANCES INCLUDE BUT SHALL NOT BE LIMITED TO:</p> <p>I) WAR, HOSTILITIES, INVASION, ACT OF FOREIGN ENEMIES.</p> <p>II) REBELLION, TERRORISM, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER, OR CIVIL WAR.</p> <p>III) RIOT, COMMOTION OR DISORDER BY PERSONS OTHER THAN THE CONTRACTOR'S PERSONNEL AND OTHER EMPLOYEES OF THE CONTRACTOR AND SUB-CONTRACTORS.</p> <p>IV) STRIKE OR LOCKOUT NOT SOLELY INVOLVING THE CONTRACTOR'S PERSONNEL AND OTHER EMPLOYEES OF THE CONTRACTOR AND SUB-CONTRACTORS.</p> <p>V) ENCOUNTERING MUNITIONS OF WAR, EXPLOSIVE MATERIALS, IONIZING RADIATION OR CONTAMINATION BY RADIO-ACTIVITY, EXCEPT AS MAY BE ATTRIBUTABLE TO THE CONTRACTOR'S USE OF SUCH MUNITIONS, EXPLOSIVES, RADIATION OR RADIO- ACTIVITY.</p> <p>VI) NATURAL CATASTROPHES SUCH AS EARTHQUAKE, TSUNAMI, VOLCANIC ACTIVITY, HURRICANE OR TYPHOON, FLOOD, FIRE, CYCLONES ETC.</p> <p>VII) EPIDEMIC, PANDEMIC ETC</p> <p>13.2 THE FOLLOWING EVENTS ARE EXPLICITLY EXCLUDED FROM FORCE MAJEURE AND ARE SOLELY THE RESPONSIBILITIES OF THE NON-PERFORMING PARTY: A) ANY STRIKE, WORK-TO-RULE ACTION, GO-SLOW OR SIMILAR LABOUR DIFFICULTY (B) LATE DELIVERY OF EQUIPMENT OR MATERIAL (UNLESS CAUSED BY FORCE MAJEURE EVENT) AND (C) ECONOMIC HARDSHIP.</p> <p>13.3 IF EITHER PARTY IS PREVENTED, HINDERED OR DELAYED FROM OR IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THE CONTRACT BY AN EVENT OF FORCE MAJEURE, THEN IT SHALL NOTIFY THE OTHER IN WRITING OF THE OCCURRENCE OF SUCH EVENT AND THE CIRCUMSTANCES THEREOF WITHIN 15 (FIFTEEN) DAYS AFTER THE OCCURRENCE OF SUCH EVENT.</p> <p>13.4 THE PARTY WHO HAS GIVEN SUCH NOTICE SHALL BE EXCUSED FROM THE PERFORMANCE OR PUNCTUAL PERFORMANCE OF ITS OBLIGATIONS UNDER THE CONTRACT FOR SO LONG AS THE RELEVANT EVENT OF FORCE MAJEURE CONTINUES AND TO THE EXTENT THAT SUCH PARTY'S PERFORMANCE IS PREVENTED, HINDERED OR DELAYED. THE TIME FOR COMPLETION SHALL BE EXTENDED BY A PERIOD OF TIME EQUAL TO PERIOD OF DELAY CAUSED DUE TO SUCH FORCE MAJEURE EVENT.</p> <p>13.5 DELAY OR NON-PERFORMANCE BY EITHER PARTY HERETO CAUSED BY THE OCCURRENCE OF ANY EVENT OF FORCE MAJEURE SHALL NOT</p> <p>I) CONSTITUTE A DEFAULT OR BREACH OF THE CONTRACT.</p> <p>II) GIVE RISE TO ANY CLAIM FOR DAMAGES OR ADDITIONAL COST EXPENSE OCCASIONED THEREBY, IF AND TO THE EXTENT THAT SUCH DELAY OR NON-PERFORMANCE IS CAUSED BY THE OCCURRENCE OF AN EVENT OF FORCE MAJEURE.</p> <p>13.6 BHEL AT ITS DISCRETION MAY CONSIDER SHORT CLOSURE OF CONTRACT AFTER 1 YEAR OF IMPOSITION OF FORCE MAJEURE IN LINE WITH EXTANT GUIDELINES. IN ANY CASE, SUPPLIER/VENDOR CANNOT CONSIDER DEEMED SHORT-CLOSURE AFTER 1 YEAR OF IMPOSITION OF FORCE MAJEURE.</p>	
48.	<p><b>FRAUD PREVENTION POLICY :</b> THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE WWW.BHEL.COM AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE.</p>	
49.	<p><b>SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS:</b> IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE /WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS</p>	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

	ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTEE REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS.	
50.	<b>E WAY BILL:</b> THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPLICATION ARISES ON BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.	
51.	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 COMPETITIVENES 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.	
52.	THE BIDDER SHALL REGISTER THEMSELVES ON GEM PORTAL AND SHALL QUOTE THEIR GEM SELLER ID IN THEIR OFFER. GEM SELLER ID IS MANDATORY FOR PLACEMENT OF PURCHASE ORDER EXCEPT IN CASES WHERE FREE ISSUE MATERIAL IS TO BE ISSUED BY BHEL .	
53.	<b>REJECTION/REPLACEMENT:</b> THE SELLER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT. SELLER SHALL BE GIVEN GROUND RENT FREE PERIOD OF 90 DAYS FROM THE DATE OF REJECTION TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25% OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.	
54.	<b>TREATMENT OF CASES REGARDING CONFLICT OF INTEREST:</b> THE BIDDER NOTES THAT A CONFLICT OF INTEREST WOULD SAID TO HAVE OCCURRED IN THE TENDER PROCESS AND EXECUTION OF THE RESULTANT CONTRACT, IN CASE OF ANY OF THE FOLLOWING SITUATIONS:  I) IF ITS PERSONNEL HAVE A CLOSE PERSONAL, FINANCIAL, OR BUSINESS RELATIONSHIP WITH ANY PERSONNEL OF BHEL WHO ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROCUREMENT OR EXECUTION PROCESS OF THE CONTRACT, WHICH CAN AFFECT THE DECISION OF BHEL DIRECTLY OR INDIRECTLY;  II) THE BIDDER (OR HIS ALLIED FIRM) PROVIDED SERVICES FOR THE NEED ASSESSMENT/ PROCUREMENT PLANNING OF THE TENDER PROCESS IN WHICH IT IS PARTICIPATING;  III) PROCUREMENT OF GOODS DIRECTLY FROM THE MANUFACTURERS/ SUPPLIERS SHALL BE PREFERRED. HOWEVER, IF THE OEM/ PRINCIPAL INSISTS ON ENGAGING THE SERVICES OF AN AGENT, SUCH AGENT SHALL NOT BE ALLOWED TO REPRESENT MORE THAN ONE MANUFACTURER/ SUPPLIER IN THE SAME TENDER. MOREOVER, EITHER THE AGENT COULD BID ON BEHALF OF THE MANUFACTURER/ SUPPLIER OR THE MANUFACTURER/ SUPPLIER COULD BID DIRECTLY BUT NOT BOTH. IN CASE BIDS ARE RECEIVED FROM BOTH THE MANUFACTURER/ SUPPLIER AND THE AGENT, BID RECEIVED FROM THE AGENT SHALL BE IGNORED. HOWEVER, THIS SHALL NOT DEBAR MORE THAN ONE AUTHORISED DISTRIBUTOR (WITH/ OR WITHOUT THE OEM) FROM QUOTING EQUIPMENT MANUFACTURED BY AN ORIGINAL EQUIPMENT MANUFACTURER (OEM) IN PROCUREMENTS UNDER A PROPRIETARY ARTICLE CERTIFICATE.  IV) A BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS TENDER PROCESS. PARTICIPATION IN ANY CAPACITY BY A BIDDER (INCLUDING THE PARTICIPATION OF A BIDDER AS A PARTNER/ JV MEMBER OR SUB-CONTRACTOR IN ANOTHER BID OR VICE-VERSA) IN MORE THAN ONE BID SHALL RESULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH HE IS A PARTY. HOWEVER, THIS DOES NOT LIMIT THE PARTICIPATION OF AN ENTITY AS A SUB-CONTRACTOR IN MORE THAN ONE BID IF HE IS NOT BIDDING INDEPENDENTLY IN HIS OWN NAME OR AS A MEMBER OF A JV. THE BIDDER DECLARES THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE ASPECTS, AND THE BIDDER CONFIRMS THAT SUCH CONFLICT OF INTEREST DOES NOT EXIST AND UNDERTAKES THAT THEY WILL NOT ENTER INTO ANY ILLEGAL OR UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL WITH OTHER BIDDER(S), IN THIS REGARD. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS. IN CASE, THE BIDDER IS FOUND HAVING INDULGED IN ABOVE ACTIVITIES, THE SAME WILL BE CONSIDERED AS A VIOLATION OF THE TENDER CONDITIONS, AND SUITABLE ACTION SHALL BE TAKEN BY BHEL AS PER EXTANT POLICIES/ GUIDELINES.	
55.	VENDOR MUST VISIT OUR WEBSITE <a href="https://herp.bhel.com">https://herp.bhel.com</a> REGULARLY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES.	
56.	MSME VENDORS CAN AVAIL BENEFITS OF PAYMENT THROUGH TREDS.	
57.	"THE OFFERS OF THE BIDDERS WHO ARE UNDER SUSPENSION AS ALSO THE OFFERS OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE FIRMS DEBARRED ACROSS BHEL, SHALL BE REJECTED. THE LIST OF FIRMS DEBARRED ACROSS BHEL IS AVAILABLE ON BHEL WEBSITE WWW.BHEL.COM. 1.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF: 1.1. COMMITMENT BY BHEL: BHEL COMMITS TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION IN CONNECTION WITH THE TENDER PROCESS AND EXECUTION OF THE CONTRACT. BHEL WILL DURING THE TENDER PROCESS TREAT ALL BIDDER(S) IN A TRANSPARENT AND FAIR MANNER, AND WITH EQUITY. 1.2. COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: 1.2.1. 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. 1.2.2. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, AND IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT AND SHALL ADHERE TO RELEVANT GUIDELINES ISSUED FROM TIME TO TIME BY GOVT. OF INDIA/ BHEL. 1.2.3. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL PERFORM/ EXECUTE THE CONTRACT AS PER THE CONTRACT TERMS & CONDITIONS AND WILL NOT DEFAULT WITHOUT ANY REASONABLE CAUSE, WHICH CAUSES LOSS OF BUSINESS/ MONEY/ REPUTATION, TO BHEL. IF ANY BIDDER/ SUPPLIER/ CONTRACTOR DURING PRE-TENDERING/ TENDERING/ POST TENDERING/ AWARD/ EXECUTION/ POST-EXECUTION STAGE INDULGES IN MALPRACTICES, 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 OMTS IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA, THEN, ACTION MAY BE TAKEN AGAINST SUCH BIDDER/ SUPPLIER/ CONTRACTOR AS PER EXTANT GUIDELINES OF THE COMPANY AVAILABLE ON WWW. BHEL.COM AND/OR UNDER APPLICABLE LEGAL PROVISIONS".	
58.	<b>BID SECURITY OR EARNEST MONEY DEPOSIT (EMD):</b> TO SAFE GUARD AGAINST A BIDDER'S WITHDRAWING OR ALTERING ITS/ HIS BID DURING THE BID VALIDITY PERIOD, BID SECURITY [ALSO KNOWN AS EARNEST MONEY DEPOSIT (EMD)] SHALL BE OBTAINED FROM THE BIDDERS ALONG WITH THEIR BIDS (EXCEPT MICRO AND SMALL ENTERPRISES (MSES) OR STARTUPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIT)). THE AMOUNT OF EMD SHALL BE AS MENTIONED IN ENQUIRY. <b>1. MODES OF DEPOSIT</b> A) THE EMD MAY BE ACCEPTED ONLY IN THE FOLLOWING FORMS AND THE SAME MUST BE SUBMITTED BEFORE TENDER OPENING: (I) ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT. (II) BANKER'S CHEQUE/ PAY ORDER/ DEMAND DRAFT, IN FAVOUR OF BHEL. (III) FIXED DEPOSIT RECEIPT (FDR).(IN THE NAME OF " BIDDER'S NAME A/C BHEL") (IV) BANK GUARANTEE FROM ANY OF THE SCHEDULED BANKS. (V) INSURANCE SURETY BONDS. 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. <b>2. FORFEITURE OF EMD</b>	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

	<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 SHALL 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><b>3. RETURN OF EMD</b></p> <p>(I) BID SECURITIES OF THE UNSUCCESSFUL BIDDERS SHALL BE RETURNED TO BIDDER 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. SHALL BE RETURNED WITHIN 30 DAYS OF DECLARATION OF RESULT OF FIRST STAGE I.E. TECHNICAL EVALUATION ETC.</p> <p>(II) BID SECURITY SHALL 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>	
59.	<p><b>PERFORMANCE SECURITY (PS):</b> TO ENSURE DUE PERFORMANCE OF THE CONTRACT, PERFORMANCE BANK GUARANTEE (PBG) OR SECURITY DEPOSIT (SD), HEREAFTER REFERRED AS PERFORMANCE SECURITY SHALL BE OBTAINED FROM THE SUCCESSFUL BIDDER AWARDED THE CONTRACT. THE PERFORMANCE SECURITY OF REQUIRED AMOUNT IS TO BE SUBMITTED BY THE DATE SPECIFIED IN THE PO/CONTRACT.</p> <p><b>1. MODES OF DEPOSIT:</b></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 <b>CONTRACTOR, A/C BHEL</b>).</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 SHALL 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>(C) PERFORMANCE SECURITY IS TO BE FURNISHED WITHIN 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>"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 (REPO RATE+4%) 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"</p> <p><b>2. FORFEITURE OF PERFORMANCE SECURITY:</b> 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><b>3. RETURN OF PERFORMANCE SECURITY (PS):</b> PS SHALL BE REFUNDED TO THE BIDDER 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><b>4. THE PERFORMANCE SECURITY SHALL NOT CARRY ANY INTEREST.</b></p>	
60.	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>16.1 BREACH OF CONTRACT:</b></p> <p>THE FOLLOWING SHALL AMOUNT TO BREACH OF CONTRACT:</p> <p>I. NON-SUPPLY OF MATERIAL/ NON-COMPLETION OF WORK BY THE SUPPLIER/VENDOR WITHIN SCHEDULED DELIVERY/ COMPLETION PERIOD AS PER CONTRACT OR AS EXTENDED FROM TIME TO TIME.</p> <p>II. THE SUPPLIER/VENDOR FAILS TO PERFORM AS PER THE ACTIVITY SCHEDULE AND THERE ARE SUFFICIENT REASONS EVEN BEFORE EXPIRY OF THE DELIVERY/ COMPLETION PERIOD TO JUSTIFY THAT SUPPLIES SHALL BE INORDINATELY DELAYED BEYOND CONTRACTUAL DELIVERY/ COMPLETION PERIOD.</p> <p>III. THE SUPPLIER/VENDOR DELIVERS EQUIPMENT/ MATERIAL NOT OF THE CONTRACTED QUALITY.</p> <p>IV. THE SUPPLIER/VENDOR FAILS TO REPLACE THE DEFECTIVE EQUIPMENT/ MATERIAL/ COMPONENT AS PER GUARANTEE CLAUSE.</p> <p>V. WITHDRAWAL FROM OR ABANDONMENT OF THE WORK BY THE SUPPLIER/VENDOR BEFORE COMPLETION AS PER CONTRACT.</p> <p>VI. ASSIGNMENT, TRANSFER, SUBLLETING OF CONTRACT BY THE SUPPLIER/VENDOR WITHOUT BHEL'S WRITTEN PERMISSION RESULTING IN TERMINATION OF CONTRACT OR PART THEREOF BY BHEL.</p> <p>VII. NON-COMPLIANCE TO ANY CONTRACTUAL CONDITION OR ANY OTHER DEFAULT ATTRIBUTABLE TO SUPPLIER/VENDOR.</p> <p>VIII. ANY OTHER REASON(S) ATTRIBUTABLE TO VENDOR TOWARDS FAILURE OF PERFORMANCE OF CONTRACT. IN CASE OF BREACH OF CONTRACT, BHEL SHALL HAVE THE RIGHT TO TERMINATE THE PURCHASE ORDER/ CONTRACT EITHER IN WHOLE OR IN PART THEREOF WITHOUT ANY COMPENSATION TO THE SUPPLIER/VENDOR.</p> <p>IX. ANY OF THE DECLARATIONS FURNISHED BY THE CONTRACTOR AT THE TIME OF BIDDING AND/ OR ENTERING INTO THE CONTRACT FOR SUPPLY ARE FOUND UNTRUTHFUL AND SUCH DECLARATIONS WERE OF A NATURE THAT COULD HAVE RESULTED IN NON-AWARD OF CONTRACT TO THE CONTRACTOR OR COULD EXPOSE BHEL AND/ OR OWNER TO ADVERSE CONSEQUENCES, FINANCIAL OR OTHERWISE.</p> <p>X. SUPPLIER/VENDOR IS CONVICTED OF ANY OFFENCE INVOLVING CORRUPT BUSINESS PRACTICES, ANTI-NATIONAL ACTIVITIES OR ANY SUCH OFFENCE THAT COMPROMISES THE BUSINESS ETHICS OF BHEL, IN VIOLATION OF THE INTEGRITY PACT ENTERED INTO WITH BHEL HAS THE POTENTIAL TO HARM THE OVERALL BUSINESS OF BHEL/ OWNER</p> <p><b>NOTE-</b> ONCE BHEL CONSIDERS THAT A BREACH OF CONTRACT HAS OCCURRED ON THE PART OF SUPPLIER/VENDOR, BHEL SHALL NOTIFY THE SUPPLIER/VENDOR BY WAY OF NOTICE IN THIS REGARD. CONTRACTOR SHALL BE GIVEN AN OPPORTUNITY TO RECTIFY THE REASONS CAUSING THE BREACH OF CONTRACT WITHIN A PERIOD OF 14 DAYS.</p> <p>IN CASE THE CONTRACTOR FAILS TO REMEDY THE BREACH, AS MENTIONED IN THE NOTICE, TO THE SATISFACTION OF BHEL, BHEL SHALL HAVE THE RIGHT TO TAKE RECOURSE TO ANY OF THE REMEDIAL ACTIONS AVAILABLE TO IT UNDER THE RELEVANT PROVISIONS OF CONTRACT</p> <p><b>16.2 REMEDIES IN CASE OF BREACH OF CONTRACT.</b></p> <p>I. WHEREIN THE PERIOD AS STIPULATED IN THE NOTICE ISSUED UNDER CLAUSE 14.1 HAS EXPIRED AND SUPPLIER/VENDOR HAS FAILED TO REMEDY THE BREACH, BHEL WILL HAVE THE RIGHT TO TERMINATE THE CONTRACT ON THE GROUND OF "BREACH OF CONTRACT" WITHOUT ANY FURTHER NOTICE TO CONTRACTOR.</p> <p>II. UPON TERMINATION OF CONTRACT, BHEL SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUIVALENT TO 10% OF THE CONTRACT VALUE FOR THE DAMAGES ON ACCOUNT OF BREACH OF CONTRACT COMMITTED BY THE SUPPLIER/VENDOR. THIS AMOUNT SHALL BE RECOVERED BY WAY OF ENCASHING THE SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE ETC AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT. 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 SUPPLIER/VENDOR, RETENTION AMOUNT, FROM THE MONEY DUE TO THE SUPPLIER/VENDOR ETC. WITH BHEL) OR THE OTHER LEGAL REMEDIES SHALL BE PURSUED</p>	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

	<p>III. WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS 10% OF THE CONTRACT VALUE OR MORE, SUCH SECURITY INSTRUMENTS TO THE EXTENT OF 10% CONTRACT VALUE WILL BE ENCASHED. IN CASE NO SECURITY INSTRUMENTS ARE AVAILABLE OR THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE 10% OF THE CONTRACT VALUE OR THE BALANCE AMOUNT, AS THE CASE MAY BE, WILL BE RECOVERED IN ALL OR ANY OF THE FOLLOWING MANNERS:</p> <p>IV. IN CASE THE AMOUNT RECOVERED UNDER SUB CLAUSE (A) ABOVE IS NOT SUFFICIENT TO FULFIL THE AMOUNT RECOVERABLE THEN; A DEMAND NOTICE TO DEPOSIT THE BALANCE AMOUNT WITHIN 30 DAYS SHALL BE ISSUED TO SUPPLIER/VENDOR.</p> <p>V. IF SUPPLIER/VENDOR FAILS TO DEPOSIT THE BALANCE AMOUNT WITHIN THE PERIOD AS PRESCRIBED IN DEMAND NOTICE, FOLLOWING ACTION SHALL BE TAKEN FOR RECOVERY OF THE BALANCE AMOUNT:</p> <p>A. FROM DUES AVAILABLE IN THE FORM OF BILLS PAYABLE TO DEFAULTED SUPPLIER/VENDOR AGAINST THE SAME CONTRACT.</p> <p>B. IF IT IS NOT POSSIBLE TO RECOVER THE DUES AVAILABLE FROM THE SAME CONTRACT OR DUES ARE INSUFFICIENT TO MEET THE RECOVERABLE AMOUNT, BALANCE AMOUNT SHALL BE RECOVERED FROM ANY MONEY(S) PAYABLE TO SUPPLIER/VENDOR UNDER ANY CONTRACT WITH OTHER UNITS OF BHEL INCLUDING RECOVERY FROM SECURITY DEPOSITS OR ANY OTHER DEPOSIT AVAILABLE IN THE FORM OF SECURITY INSTRUMENTS OF ANY KIND AGAINST SECURITY DEPOSIT OR EMD.</p> <p>C. IN-CASE RECOVERIES ARE NOT POSSIBLE WITH ANY OF THE ABOVE AVAILABLE OPTIONS, LEGAL ACTION SHALL BE INITIATED FOR RECOVERY AGAINST DEFAULTED SUPPLIER/VENDOR.</p> <p>VI. IT IS AN AGREED TERM OF CONTRACT THAT THIS AMOUNT SHALL BE A GENUINE PRE-ESTIMATE OF DAMAGES THAT BHEL WOULD INCUR IN COMPLETION OF BALANCE CONTRACTUAL OBLIGATION OF THE CONTRACT THROUGH ANY OTHER AGENCY AND BHEL WILL NOT BE REQUIRED TO FURNISH ANY OTHER EVIDENCE TO THE SUPPLIER/VENDOR FOR THE PURPOSE OF ESTIMATION OF DAMAGES.</p> <p>VII. IN ADDITION TO THE ABOVE, IMPOSITION OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT-CLOSURE, ETC., SHALL BE APPLIED AS PER PROVISIONS OF THE CONTRACT.</p> <p><b>NOTE:</b> 1) THE DEFAULTING SUPPLIER/VENDOR SHALL NOT BE ELIGIBLE FOR PARTICIPATION IN ANY OF THE FUTURE ENQUIRIES FLOATED BY BHEL TO COMPLETE THE BALANCE WORK. THE DEFAULTING CONTRACTOR SHALL MEAN AND INCLUDE:</p> <p>(A) IN CASE DEFAULTED SUPPLIER/VENDOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROPRIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR</p> <p>(B) IN CASE DEFAULTED SUPPLIER/VENDOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS/ SOME OF THE SAME PARTNERS ; OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.</p>	
61.	<p><b>NO INTEREST PAYABLE TO CONTRACTOR:</b> NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OTHER DOCUMENT COMPRISING IN THE CONTRACT, NO INTEREST SHALL BE PAYABLE BY BHEL TO CONTRACTOR ON ANY MONEYS OR BALANCES INCLUDING BUT NOT LIMITED TO THE SECURITY DEPOSIT, EMD, RETENTION MONEY, RA BILLS OR THE FINAL BILL, OR ANY AMOUNT WITHHELD AND/OR APPROPRIATED BY BHEL ETC., WHICH BECOMES OR AS THE CASE MAY BE, IS ADJUDGED TO BE DUE FROM BHEL TO CONTRACTOR WHETHER UNDER THE CONTRACT OR OTHERWISE</p>	
62.	<p><b>OVER RUN CHARGES:</b> NO OVERRUN CHARGES ARE APPLICABLE</p>	
63.	<p><b>ORDER OF PRECEDENCE:</b> THE PURCHASE ORDER ALONG WITH ITS ANNEXURES THE NIT, ITS AMENDMENTS /CORRIGENDUM'S SHALL ALL TOGETHER CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PARTIES AND SHALL BE COMPLEMENTARY TO ONE ANOTHER. IN CASE OF ANY CONTRADICTION, THE ORDER OF PRECEDENCE SHALL BE AS BELOW:</p> <ol style="list-style-type: none"> <li>a. PURCHASE ORDER ALONG WITH ITS ANNEXURES</li> <li>b. AMENDMENTS/CLARIFICATIONS/CORRIGENDA/ERRATA ETC. ISSUED IN RESPECT OF THE TENDER DOCUMENTS BY BHEL.</li> <li>c. NIT</li> </ol>	
64.	<p><b>OTHER POINTS:</b> YOU SHALL HAVE TO OBSERVE ALL WORK QUALITY, SAFETY REGULATIONS, GENERAL TECHNICAL GUIDE LINES AS STIPULATED IN RELEVANT CLAUSES TENDER SPECIFICATION. YOU SHALL SUBMIT PROGRESS REPORTS TO BHEL AS PER TENDER CONDITIONS, REVIEW THE PROGRAMME FROM TIME TO TIME AND TAKE SUITABLE STEPS TO MEET OVERALL PROJECT SCHEDULE, IN CONSULTATION WITH BHEL/ BIFCL ENGINEER</p> <p>VENDOR SHOULD FOLLOW THE AGREED TENDER TERM (CL. NO. 29.0 OF GTC) STRICTLY: -- "THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AS ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE WWW.BHEL.COM)".</p> <p>ALL OTHER TERMS &amp; CONDITIONS NOT COVERED HERE SHALL BE AS PER THOSE SPECIFIED IN THE TENDER DOCUMENT (NIT) ALONG WITH TCNS INCLUDING TECHNICAL SPECIFICATION, SPECIFIC CONDITIONS OF CONTRACT &amp; GENERAL CONDITIONS OF CONTRACT.</p> <p>YOU ARE REQUESTED TO SEND US THE ACKNOWLEDGEMENT AS PER SPECIFIED FORMAT AND CONVEY YOUR UNQUALIFIED ACCEPTANCE TO THIS PURCHASE ORDER AS PER ENCLOSED ANNEXURE-X WITHIN 7 (SEVEN) DAYS ELSE IT WILL BE DEEMED ACCEPTED.</p>	
65.	<p><b>FOR SUPPLY ORDERS PLACED ON INDIAN SUPPLIERS:</b></p> <p>IRRESPECTIVE OF THE VALUE OF THE INVOICE AMOUNT, THE BIDDER / VENDOR SHOULD NECESSARILY UPLOAD THE DESPATCH &amp; INVOICE DETAILS ON BHEL SUVIDHA PORTAL AT <a href="https://suvidha.bhel.in/suvidha/">HTTPS://SUVIDHA.BHEL.IN/SUVIDHA/</a>, PRIOR TO DESPATCH. ALL DOCUMENTS AS PER PO CHECKLIST , ALONG WITH ADDITIONAL DOCUMENTS (IF ANY), MUST BE UPLADED ON THE PORTAL. IT IS MANDATORY THAT TAX INVOICES WITH A NET AMOUNT (INCLUDING TAXES) EXCEEDING RS FIVE LAKHS UPLADED ON THE PORTAL ARE DIGITALLY SIGNED USING A CLASS 3 DIGITAL SIGNATURE CERTIFICATE (DSC) ISSUED BY A LICENSED CERTIFYING AUTHORITY. SUBMISSION OF INVOICE DOCUMENT IN HARD COPY IS ALLOWED FOR INVOICES WITH A NET AMOUNT (INCLUDING TAXES) EQUAL TO AND UPTO RS FIVE LAKHS , IN CASE THEY WERE NOT DIGITALLY SIGNED AND UPLADED ON THE PORTAL.</p> <p>THE MATERIAL WILL NOT BE ACCEPTED INSIDE BHEL IN ABSENCE OF THE ABOVE</p>	

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY  
(FOR INDIAN VENDORS)**

Amendment- 27  
ANNEXURE-A

66.	<p><b>GRIEVANCE REDRESSAL MECHANISM:</b></p> <p>TO PROMOTE TRANSPARENCY AND ENSURE FAIR TREATMENT OF ALL BIDDERS, A STRUCTURED GRIEVANCE REDRESSAL MECHANISM IS IN PLACE TO ADDRESS ANY CONCERNS OR ISSUES ARISING DURING THE TENDERING PROCESS OR IN SUBSEQUENT BUSINESS DEALINGS WITH THE COMPANY.</p> <p>SUPPLIERS/CONTRACTORS ARE REQUESTED TO FOLLOW THE BELOW ESCALATION PROCESS FOR GRIEVANCE RESOLUTION:</p> <ol style="list-style-type: none"><li><b>FIRST LEVEL:</b> ANY GRIEVANCE SHOULD INITIALLY BE ADDRESSED TO THE DESIGNATED DEALING OFFICER, WHOSE CONTACT DETAILS ARE PROVIDED IN THE NOTICE INVITING TENDER (NIT)/CONTRACT.</li></ol> <p><b>SECOND LEVEL:</b> IF THE ISSUE REMAINS UNRESOLVED, IT MAY BE ESCALATED BY LODGING A FORMAL GRIEVANCE THROUGH THE SUVIDHA PORTAL: <a href="https://suvidha.bhel.in/suvidha/">HTTPS://SUVIDHA.BHEL.IN/SUVIDHA/</a>. RESPONSES WILL BE PROVIDED IN ACCORDANCE WITH THE DEFINED ESCALATION MATRIX</p>	
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NOTE:

- PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

**SIGNATURE ALONG WITH SEAL AND DATE:**

**Umesh Kumar Gupta  
DGM(Pur.)**

**Ashok Kr. Srivastava  
DGM(Fin)**

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

#### **Section 8 -Independent External Monitor(s)**

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

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word `Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

Praveen Kumar

For & On behalf of the Principal  
(Office Seal)

Place BHEL, HERP, Varanasi

Date \_\_\_\_\_

Witness: AMIT KUMAR

(Name & Address) BHEL VARANASI

**अमित कुमार/Amit Kumar**  
ब० प्रबन्धक (क्रय)/Sr. Manager (Purchase)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
एच.ई.आर.पी.-वाराणसी/HERP-Varanasi

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

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Clause on IP in the tender**Integrity Pact (IP)**

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

SI	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

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

Note:

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

Details of contact person(s):

(1)  
Name: AMIT KUMAR  
Deptt: PURCHASE  
Address: VARANASI  
Phone: (Landline/ Mobile)

(2)  
Name: PRAVEEN KUMAR  
Deptt: Purchase  
Address: BHEL, HERP, Varanasi  
Phone: (Landline/ Mobile)

Email: amit.kumar@bhel.in  
Fax: 8874200814

Email: kumarpraveen@bhel.in  
Fax: 8778551785

On Bidder's office letter pad

## Make in India (Model Certificate) Annexure-I

### Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05-2019, 04.06.2020 and 19.07.2024.

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place :

(Please fill all Yellow color field )

**Annexure – MSEs 2012 Rev 01**

**OWNERSHIP STATUS (SC/ ST OR WOMEN-OWNED OR OTHERS) UNDER MSE**  
**(Mandatory for all Non-GeM tenders and custom bids on GeM)**

In order to avail benefits of MSE under various categories, all Bidders falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

(Bidder details with Sign and date)

Note: In case party is falling under any of the above category, they shall mention **YES** in the against the box.