

DUEDATE

14-01-2023

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
	Item Description	Quantity	Unit	Lot	Quantity Lot Date
1	W95413600070 DRG: 8296.007/M REV: 04 RETAINING RING SPEC: HW19483 REV: 02	3	NO	1	3 30/08/23
2	W94413600550 DRG: 31360600078 REV: 02 FORGING FOR ROTOR RETAINING RING SPEC: HW19384 REV: 01 GRADE: HW19384	2	NO	1	2 30/04/23
** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.					
Standard Instructions: TEST CERTIFICATE REQUIRED. GUARANTEE CERTIFICATE REQUIRED.					
Special Instructions: 1-THIS IS A GLOBAL OPEN TENDER INVITING PARTICIPATION FROM BOTH INDIAN AND FOREIGN BIDDERS (I.E. BIDDERS FROM OUTSIDE INDIA). 2-"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 DTD. 16.09.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT OF THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF NIT, BUT BEFORE OPENING OF PART-II BIDS AGAINST THIS NIT". 3- SUPPLIER SHALL BE REQUIRED TO INDICATE PERCENTAGE OF LOCAL CONTENT AND PROVIDE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE LOCAL CONTENT REQUIREMENT FOR 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER' AS THE CASE					

SL	MATERIAL CODE	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
ITEM DESCRIPTION					

MAY BE, THE LOCATION (S) AT WHICH THE LOCAL VALUE ADDITION IS MADE SHALL ALSO BE PROVIDED.

4-FALSE DECLARATIONS WILL BE IN BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1) (i) (h) OF THE GENERAL FINANCIAL RULES FOR WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151 (iii) OF THE GENERAL FINANCIAL RULES ALONGWITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

5-PURCHASE PREFERENCE SHALL BE GIVEN TO `CLASS-I LOCAL SUPPLIER' WHO MEET THE MINIMUM 50% LOCAL CONTENT REQUIREMENTS. AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DTD. 16.09.2020 ISSUED BY DPIIT. MARGIN OF PURCHASE PREFERENCE SHALL BE 20%.

6-THE TENDER SHALL BE SUBMITTED IN TWO PART (PART-I: TECHNO-COMMERCIAL BID & COMPLIANCE OF PQR (ANNEXURE), PART-II: PRICE BID). PRICE BID (PART-II) TO BE KEPT IN SEPARATE ENVELOPE / COVER.

7-PART-I SHALL BE OPENED ON THE DUE DATE SPECIFIED IN TENDER. PART-II (PRICE BID) (OF QUALIFIED BIDDERS ONLY) SHALL BE OPENED AT A LATER DATE.

8-BHEL GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) IS APPLICABLE IN THIS CASE . IN CASE OF ANY DEVIATION FROM GISTC, PLEASE CLEARLY MENTION IN YOUR OFFER. BHEL RESERVE THE RIGHT NON-CONSIDER OF OFFER IN CASE OF DEVIATION FROM GISTC.

9-THE CLAUSES MENTIONED IN BHEL GISTC WHICH PERTAINS TO GOVT GUIDELINES ,ONLY LATEST GOVT GUIDLEINES SHALL BE APPLICABLE

10-THE EVALUATION OF THE BIDS WOULD BE DONE ON THE BASIS OF TOTAL LANDED COST TO BHEL. THE PRICES ARE TO BE QUOTED IN INTERNATIONALLY FREELY TRADABLE CURRENCY ONLY. THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE INR.

11-EMD AMOUNT OF INR 2,00,000 /- IS REQUIRED TO BE SUBMITTED ALONGWITH OFFER BY ANY VENDOR NOT REGSTERED IN HEEP BHEL FOR THIS ENQUIRY ITEM.

12-OFFER WITHOUT EMD WILL NOT BE ACCEPTED EXCEPT FOR "MSE VENDOR AND BHEL APPROVED VENDOR FOR THE ENQUIRY ITEMS".

13-RELEVANT SPECIFICATIONS & DRAWINGS OF THE ITEMS WILL BE MADE AVAILABLE TO UNREGISTERED VENDORS ONLY AGAINST COPY OF FCA
VENDOR MUST REMIT THE TENDER FEE OF RS. 2,000/- FOR AVAILING HARD COPY OF

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ITEM DESCRIPTION					

TENDER DOCUMENTS (IF REQUIRED).

14-ONLY THOSE VENDORS WHO FULFILL THE MINIMUM /PRE QUALIFYING REQUIREMENTS ANNEXURE, WILL BE CONSIDERED FOR FURTHER TECHNICAL EVALUATION. KINDLY SUBMIT PQR CLAUSE WISE DOCUMENTS.

15-DEVIATION WITH REFERENCE TO SPECIFICATION , IF ANY, SHOULD BE CLEARLY INDICATED ON A SEPARATE SHEET. THE ACCEPTANCE OF THESE DEVIATIONS WOULD BE AT THE DISCRETION OF BHEL AND BHEL MAY REJECT THE OFFER OF BIDDER NOT MEETING THE ENQUIRY CONDITIONS.

16-REVISION OF RATES IS NOT ACCEPTABLE UNLESS ASKED BY BHEL DUE TO MAJOR CHANGE IN DRAWING / SPECIFICATION / TENDER QUANTITY.

17-QUALITY REQUIREMENTS ARE AS FOLLOWS:-

TESTING AND CERTIFICATION AS PER ORDERING DRAWING AND SPECIFICATION

18-For Indian Bidders: E-INVOICING

E-INVOICING UNDER GST HAS BEEN IMPLEMENTED W.E.F. 01.10.2022 FOR ALL THE TAXABLE PERSONS HAVING TURNOVER MORE THAN RS 10 CR. IT HAS BEEN PECIFIED BY THE GOVT. THAT IT IS MANDATORY TO MENTION A VALID UNIQUE INVOICE REFERENCE NO. (IRN) AND QR CODE AS GENERATED FROM GOVT. PORTAL ON A TAX INVOICE. BASED ON SUCH INFORMATION, GST ITC AS CLAIMED BY BHEL IN GST RETURNS SHALL BE MATCHED WITH THE CORRESPONDING DETAILS UPLOADED BY SUPPLIER IN E-INVOICING SYSTEM

IN CASE THE VENDOR / CONTRACTOR DELAYS OR FAILS TO PROVIDE ALL DOCUMENTS AS PER THE PURCHASE ORDER / WORK ORDER AT THE TIME OF SUBMITTING TAX INVOICE TO BHEL, ANY SUBSEQUENT FINANCIAL LOSS TO BHEL ON ACCOUNT OF VENDOR/CONTRACTOR SHALL BE TO VENDOR'S / CONTRACTOR'S ACCOUNT. BHEL HAS FURTHER RIGHT TO TAKE NECESSARY STEPS TO PROTECT ITS INTEREST AT THE TIME OF RELEASE OF PAYMENT. THIS FURTHER REQUIRES INCLUSION OF IRN AND QR CODE ON TAX INVOICE AS ANNOUNCED BY GOVT. OF INDIA W.E.F. 01.10.2022

19-RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017 I- All provisions of Order No. F.No.6/18/2019-PPD dt. 23.07.2020 and subsequent office memorandum no.18/37/2020-PPD dt. 08.02.21 of DoE shall be applicable for this tender enquiry (Order copy is available at

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<https://doe.gov.in/procurementpolicy> - divisions).

II-Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

III-Registration with the competent authority as stipulated in the said order is responsibility of bidder.

IV-Bidder has to submit a certificate certifying following along with offer:
 "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.
 I certify that bidder (Name of Bidder) is not from such a country or , if from such a country, has been registered with the Competent Authority.
 I hereby certify that bidder (Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

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

VI-Offers of those bidder which is from such country which shares a land border with India shall only be considered with valid registration by the Competent Authority along with offer.

20- BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (Guidelines as available on www.bhel.com) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS.

PRICE BIDS OF ALL THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED FOR RA, IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION ,THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING ,IF ANY,SHALL BE CONSIDERED FOR RANKING BIDDERS TO GIVE THEIR ACCEPTANCE WITH THE OFFER FOR PARTICIPATION IN RA

21- THE PRICED-BIDS OPENING /FURTHER PROCESSING OF THE TENDER SHALL BE AT SOLE DISCRETION OF BHEL.

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT QTY	DELIVERY SCHEDULE
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RAVINDER SIDHU

DY.MANAGER

Indent No.	20221219
Material Code	W95413600070

Pre-qualification requirement:

1. Vendor must have manufactured and supplied at least 3 Retaining Ring / Winding Support Ring in material grade X8CrMnN1818K by hot forging + cold expansion process.
Out of these Retaining Rings / Winding Support Ring, at least one retaining ring of dimension of Inner Diameter: ≥ 800 mm, Height: ≥ 500 mm must have been manufactured and supplied by vendor in last 7 years from date of enquiry.

In support of above, the vendor has to furnish details of 3 **latest** supplies in the following format:

Customer Name / Purchase Order details	Dimension (in mm)			Date of Supply
	Outer Diameter	Inner Diameter	Height	

From the above experience list, test certificate of at least one Retaining ring / Winding Support ring of dimension with Inner Diameter: ≥ 800 mm, Height: ≥ 500 mm is to be submitted.

Test certificates shall cover chemical composition, mechanical properties and dimensional report.

2. (a) Vendor must have in-house forging and cold expansion facility to manufacture Retaining ring of material grade X8CrMnN1818K of drawing dimension.
Retaining ring has to be manufactured by forging plus cold expansion process. Any other process of manufacturing is not acceptable. Outsourcing of any of the above process is not acceptable.
Details of above in-house manufacturing facilities are to be submitted with offer.

(b) Vendor to provide details of in-house steel melting facility with vacuum degassing, if available.
In case in-house steel melting facility not available, vendor to submit details of steel supplier with their manufacturing facility including melting and vacuum degassing and past experience for manufacturing material grade X8CrMnN1818K.
3. Vendor to confirm that they have in house testing facilities as per the requirement of enquiry specification.
In case of outsourcing of any test, vendor to agree for testing at Government / International agency (like ISO, TUV etc.) accredited lab only.
4. Vendor to confirm supply shall be as per BHEL enquiry drawing and specification without any deviation.

Aravind
DGM/MTE 17/8/22

Subodh Rana 17.08.22
(Subodh Rana)
Sr. Engr/MTE

MCX-EM

Indent No.	20221042
Material Code	W95413600070

Pre-qualification requirement:

1. Vendor must have manufactured and supplied at least 3 Retaining Ring / Winding Support Ring in material grade X8CrMnN1818K by hot forging + cold expansion process.
Out of these Retaining Rings / Winding Support Ring, at least one retaining ring of dimension of Inner Diameter: ≥ 800 mm, Height: ≥ 500 mm must have been manufactured and supplied by vendor in last 7 years from date of enquiry.

In support of above, the vendor has to furnish details of 3 **latest** supplies in the following format:

Customer Name / Purchase Order details	Dimension (in mm)			Date of Supply
	Outer Diameter	Inner Diameter	Height	

From the above experience list, test certificate of at least one Retaining ring / Winding Support ring of dimension with Inner Diameter: ≥ 800 mm, Height: ≥ 500 mm is to be submitted.

Test certificates shall cover chemical composition, mechanical properties and dimensional report.

2. (a) Vendor must have in-house forging and cold expansion facility to manufacture Retaining ring of material grade X8CrMnN1818K of drawing dimension.
Retaining ring has to be manufactured by forging plus cold expansion process. Any other process of manufacturing is not acceptable. Outsourcing of any of the above process is not acceptable.
Details of above in-house manufacturing facilities are to be submitted with offer.
- (b) Vendor to provide details of in-house steel melting facility with vacuum degassing, if available.
In case in-house steel melting facility not available, vendor to submit details of steel supplier with their manufacturing facility including melting and vacuum degassing and past experience for manufacturing material grade X8CrMnN1818K.
3. Vendor to confirm that they have in house testing facilities as per the requirement of enquiry specification.
In case of outsourcing of any test, vendor to agree for testing at Government / International agency (like ISO, TUV etc.) accredited lab only.
4. Vendor to confirm supply shall be as per BHEL enquiry drawing and specification without any deviation.

Alankar
DGM/MTE 27/07/22

Subodh Rana 27.07.22
(Subodh Rana)
Sr. Engr/MTE

MCX-EM

Indent No.	20221215
Material Code	W94413600550

Pre-qualification requirement:

1. Vendor must have manufactured and supplied at least 3 Retaining Ring / Winding Support Ring in material grade X8CrMnN1818K by hot forging + cold expansion process.
Out of these Retaining Rings / Winding Support Ring, at least one retaining ring of dimension of Inner Diameter: ≥ 800 mm, Height: ≥ 500 mm must have been manufactured and supplied by vendor in last 7 years from date of enquiry.

In support of above, the vendor has to furnish details of 3 **latest** supplies in the following format:

Customer Name / Purchase Order details	Dimension (in mm)			Date of Supply
	Outer Diameter	Inner Diameter	Height	

From the above experience list, test certificate of at least one Retaining ring / Winding Support ring of dimension with Inner Diameter: ≥ 800 mm, Height: ≥ 500 mm is to be submitted.

Test certificates shall cover chemical composition, mechanical properties and dimensional report.

2. (a) Vendor must have in-house forging and cold expansion facility to manufacture Retaining ring of material grade X8CrMnN1818K of drawing dimension.

Retaining ring has to be manufactured by forging plus cold expansion process. Any other process of manufacturing is not acceptable. Outsourcing of any of the above process is not acceptable.

Details of above in-house manufacturing facilities are to be submitted with offer.

- (b) **Electro slag re-melted steel shall be used.**

Vendor to provide details of in-house steel melting facility including Electro Slag Re-melting facility, if available.

In case in-house steel melting facility not available, vendor to submit details of steel supplier with their manufacturing facility including ESR facility and past experience for manufacturing material grade X8CrMnN1818K.

3. Vendor to confirm that they have in house testing facilities as per the requirement of enquiry specification.
In case of outsourcing of any test, vendor to agree for testing at Government / International agency (like ISO, TUV etc.) accredited lab only.
4. Vendor to confirm supply shall be as per BHEL enquiry drawing and specification without any deviation.

Alkumar
DGM/MTE 24/8/22

Shal 24-08-22
(Subodh Rana)
Sr. Eng/MTE

MCX-EM

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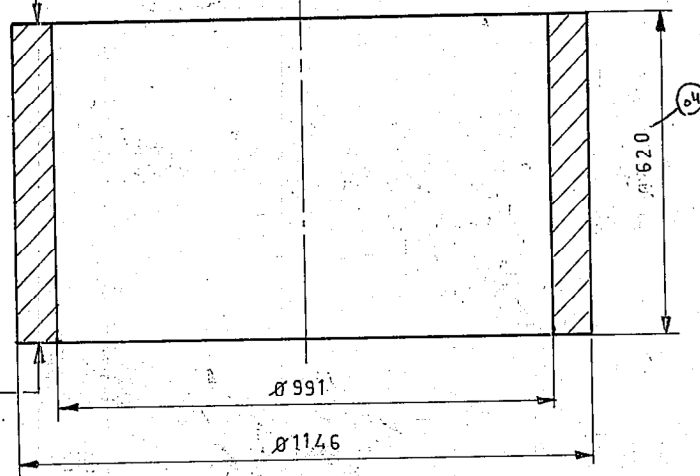
Inventory No.
Sign & Date
22-1303-111134
Ref. Drawing No>

FIRST ANGLE PROJECTION										(ALL DIMENSIONS ARE IN mm)										FORM DG 38(B)																																																											
DRAWING No. 31360600078																																																																															
																														TECHNICAL REQUIREMENTS:- 1. THE FORGING SHALL BE SUPPLIED MEETING ALL THE REQUIRMENTS OF SPECIFICATION NO. HW19384. 2. TOLERANCE: OUTER DIMENSION: +1 MM INNER DIMENSION: -1 MM																																																	
										W94413600550										HW19384																																																											
										-GMS No.- C B O M 01360601005										STATUS OF DRG U										TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT																																																	
										AGREED DEPT NAME SIGN DATE TGE SKB -SD- 26.8.98										E M T S GAOSH -SD- 26.8.98										THRI 108/44 (MODIFIED)																																																	
										GRADE OF UNTOL. DIM M/CG.- AA0230208 m WELDING-CLASS 'B' OF AA0621104 GAS CUTTING-TABLE 3 OF AA0621101										Bharat Heavy Electricals Ltd. RANIPUR, HARDWAR										DRN NAME SIGN DATE NO. OF VAR ASHOK -SD- 26.8.98 CHD CBS -SD- 26.8.98 APPD JPM -SD- 26.8.98 73 74																																																	
REV DATE ALTERED CHECKED										REV DATE ALTERED ASHISH 02 13.02.10 CHECKED JPMEENA										REV DATE ALTERED ASHOK -sd- 01 07.03.07 CHECKED JPM -sd-										DEPT MTE CODE 4300										SCALE 1:10										WEIGHT (KG) 1067.00										REF. TO ASSY. DRG. -										ITEM No. 75 77									
										TECH. REQ. MODIFIED. CA.NO. MTE-10-F0008										SUPERCEDES THE OLD DRG UNDER THE SAME NO. WITHOUT ANY CHANGE CA.NO. MTE-07-F0050										TITLE : FORGING FOR RETAINING RING (ROUGH MACHINED)										CARD CODE 7										DRAWING NO. 31360600078 22 23 24																													
																																								SHEET No. 1										No. OF SHEETS 1																													

SIZE A3

DRAWING NUMBER
8296.007/M

MARK INGOT TOP (K)

MARK INGOT
BOTTOM (F)

TECHNICAL REQUIREMENTS:-

1. FORGING SHALL BE SUPPLIED IN CONFORMITY TO SPECIFICATION NO. HW 194 83
2. FOR TEST SAMPLE LOCATION, SIZE AND DETAILS SHALL BE AS GIVEN IN SPECIFICATION.
3. THE MARKING FOR IDENTIFICATION OF TEST RINGS AND RETAINING RINGS SHALL BE DONE BY BHEL / AUTHORISED REPRESENTATIVE.
4. TOLERANCE ON DIMENSIONS.
OUT SIDE : + 2.
IN SIDE : - 2.
5. IN CASE OF FORGINGS PROCURED FROM USSR SPECIFICATION SHALL BE 0500.705.

RETAINING RING		8296.007/M		H95413600070		1266 50	
VAR.00		REMARKS		ITEM NO.		DESCRIPTION	
59		64 65		75 76		27 28	
59		64 65		75 76		27 28	
59		64 65		75 76		27 28	
59		64 65		75 76		27 28	
59		64 65		75 76		27 28	
59		64 65		75 76		27 28	
59		64 65		75 76		27 28	
59		64 65		75 76		27 28	

GMS/GR. SP. NO.		5675.010.SP		STATUS OF DRG.	
AGREED DEPT.		NAME		SIGN	
TGE		SK GUPTA		[Signature]	
GTx		CHHABRA		5-2-72	

TYPE OF PRODUCT
OR
NAME OF CUSTOMER/PROJECT

THW-200-2

BHARAT HEAVY ELECTRICALS LTD.
RANIPUR - HARDWAR

DRN	NAME	SIGN	DATE	NO. OF VAR.
CHD	ASHOK RAJWAT	[Signature]	13/9/91	
APPD	V.B. ARORA	[Signature]	7.2.92	

REV	DATE	ALTERED	BY
04	25/1/03	CHECKED	CHHABRA
LENATH			
Ø620 CHANGED TO 620			
C/ADV. NO. MTE-B-03-03			

REV	DATE	ALTERED	BY
03	23-3-91	CHECKED	V.B. ARORA
SUPERSEDES THE OLD DRG. UNDER THE SAME NO. MTE-92-B-32			

DEPT	GRADE OF UNTO DIM	SCALE	WEIGHT (Kg)	REF. TO ASSY. DRG.	ITEM NO.	NO. OF ITEMS
MTE	430.0	1:10	1266-5			
C/M/F		1266-5				
TITLE		FORGING FOR RETAIN- ING RING (ROUGH MACHINED)				

DRAWING NO.	8296.007/M	REV.
SHEET NO.	1	NO. OF SHEETS: 1

SIZE A



PLANT PURCHASING SPECIFICATION

HEEP-HARDWAR

HW 19384

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NON-MAGNETIC STEEL FORGINGS WITH IDENTIFICATION NO.

1.0 GENERAL:

This specification governs the quality of non-magnetic retaining ring forgings made out of steel grade X8CrMnN18 18K.

2.0 APPLICATION:

For non-magnetic coil retaining ring of Turbo-generators.

3.0 CONDITION OF DELIVERY:

Heat treated, cold expanded and rough machined to drg. dimensions.

4.0 COMPLIANCE WITH NATIONAL STANDARDS:

There is no Indian Standard covering this material.

5.0 DIMENSIONS AND TOLERANCES:

The forging shall have dimensions and tolerances as per ordering drawing.

6.0 MANUFACTURE:

The steel for forgings shall be made by basic electric arc furnace and subsequently refined by ESR process. The forging shall receive its hot mechanical work under a press of ample power. After forging and annealing, retaining

SUPERSEDES INVENTORY No. TLV 9385 / Aug 29-83
 Mar 1988 (Version 32) for R. Ring
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 SIGN & DATE
 INVENTORY No. P-3109
 SIGN & DATE 20/11/89

TSX	D.S. Nabiyal	<i>Amr</i>		NAME	SIGN & DATE
TGE	U.K. DAS	<i>U.K. Das</i>	DRAWN		
QAX	M. BHATTACHARYA	<i>M. Bhattacharya</i>	WORKED	S.K. GHOSHAL	<i>S.K. Ghoshal</i> 11/9/89
AGREED DEPTT	NAME	SIGN & DATE	CHECKED	V.B. ARORA	<i>V.B. Arora</i> 11/9/89
REVISION:	WORKED BY	ASHOKA	SUPERVISED	K.K. GUPTA	<i>K.K. Gupta</i> 11/9/89
REAFFIRMED	CHECKED BY	SUBODH	APPROVED:	PLANT	2.60
D.S. Nabiyal	REAFFIRMED	Prakash Singh	STANDARDIZATION COMMITTEE		P.S.
<i>Amr</i> 20/11/89	YEAR 2021	<i>Prakash Singh</i>	PREPARED:	ISSUED:	DATE:
			MTE	STANDARDS DIVISION	20.9.89

C/A NO. - TSX (MTE) - 21 - 177, DATE - 02.06.2021



PLANT PURCHASING SPECIFICATION

HEEP-HARDWAR

HW 19384

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rings are cold expanded below 300°C. A hot & cold forming and age hardening are not allowed.

All the defects, irrespective of size, shall be removed with the approval of BHEL in accordance with a repair plan to be approved by BHEL.

7.0 HEAT TREATMENT:

After cold expansion, the retaining rings must be stress relieved at 340-360°C for atleast 5 hrs.

8.0 FINISH:

The surface finish of the forging shall be as per the ordering drawing.

9.0 FREEDOM FROM DEFECTS:

9.1 Non-destructive tests:

9.1.1 Ultrasonic Test:

The entire surfaces of the retaining ring in the as-delivery condition must be ultrasonically tested using pulse echo method.

Scanning must be done in:-

- Radial direction.
- With 45° probe on circumference in both the directions.
- With 45° probe in both the axial directions.

The directions specified in (b) & (c) are located one above the other during examination of the same surface.

1 or 2 MHZ testing frequency is to be used. DGS method is to be used for the evaluation of the indications. Recordable indications are :-

REVISION :

WORKED BY S.K. G.

1.9.89

CHECKED BY V. B. A.

1.9.89

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SIGN & DATE

SUPERSEDES
INVENTORY No.

SIGN & DATE

INVENTORY No.

P-3109



PLANT PURCHASING SPECIFICATION

HEEP-HARDWAR

HW 19384

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SIGN & DATE

SUPERSEDES
INVENTORY No.

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i) All indications with equivalent reflector size ≥ 1.6 mm diameter.

ii) Back wall Echo suppression more than 6 dB.

Individual indications with equivalent reflector size < 2.5 mm diameters and upto a recordable length of ≤ 20 mm are allowed.

The distance upto which the US indication at the registration limit has dropped from $\phi 1.6$ mm shall be the recordable length.

Following indications are to be reported to BHEL immediately after their establishment:—

- Randomly distributed isolated indications with an equivalent reflector size ≥ 2.5 mm diameter.
- All linear/planer type indications and clustering of indications without considering the equivalent reflector size which constitute it.

9.1.2 Dye Penetration Testing:

In as-delivered condition, 100% of the surface of the retaining rings must be subjected to a dye penetration test. This test will serve as an additional test to ultrasonic examination in order to detect systematic surface flaws and flaws which are not eliminated after rough machining.

10.0 CHEMICAL COMPOSITION:

The nominal ladle analysis of the steel shall be as follows:—

Element	Percent	
	Min.	Max.
Carbon	-	0.10
Silicon	-	0.80
Manganese	17.5	20.00

REVISION :

WORKED BY S. K. G.

Bhooshan 1.9.89

CHECKED BY V. B. A.

VBA 1.9.89

SIGN & DATE

INVENTORY No.

P-3109



PLANT PURCHASING SPECIFICATION

HEEP-HARDWAR

HW 19384

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Element	Percent	
	Min.	Max.
Phosphorous	-	0.050
Sulphur	-	0.015
Chromium	17.5	20.0
Nitrogen	0.50	-
Aluminium	-	0.025
Titanium	-	0.10
Vanadium	-	0.15

Slight deviations from the specified chemical composition are permissible after consultation with BHEL if these do not impair useful properties.

11.0 TEST SAMPLES:

11.1 From each retaining ring, the manufacturer must cut one sample ring from both ends with a minimum width of 20 mm (See Annexure-I). The sample rings & retaining ring shall be marked with identification number (given to each retaining ring in purchase order) which is to be stamped on each external front end. For the purposes of differentiation, the rings will have numbers...../k and/F, corresponding to ingot top & ingot bottom ends. In addition both sample rings and the retaining ring itself must have a circumferential marking in clock wise direction (12/3/6/9). In this case, there must be a guarantee that the rings can be correlated at all times to the top and bottom. The remaining portion of sample rings must be cut off & delivered alongwith the retaining rings.

11.2 The samples for determination of the mechanical properties must be taken in accordance with the sketch (See Annexure-II) and no. of samples from the rings must be taken in accordance with the following tables:—

REVISION :

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Table:

Location of removal	Qty.	Sample type	Sample position
Top/ Position 3	1	Tensile test *	Tangential centre
	3	Notch Impact test **	Tangential inner dia
	1	Tensile test	Tangential inner dia
	1	Tensile test	Radial
	3	Notch impact test **	Radial
Bottom/ Position 6	1	Tensile Test *	Tangential Center
	3	Notch Impact Test **	Tangential inner dia
	1	Tensile test	Tangential inner dia
	1	Tensile Test	Radial
	3	Notch impact test. **	Radial

* For information only. ** ISO - V

11.2 Tests must be carried out after stress relieving.

11.3 TENSILE TESTS:

11.3.1 Two tensile tests (tensile test gauge dia 10x50 in accordance with IS:1608) must be carried out at the top end at position 3 and the bottom end, at position 6 in tangential direction from the wall center and near the inner diameter (See Annexure II). The tensile samples from top & bottom taken from centre location are for information only. At the same time, the 0.02% proof stress is also determined additionally for information.

11.3.2 One tensile test must be carried out on the top end at position 3, and on bottom end at positions 6 in the direction of wall (radial). In this case, the specimen must be made as long as the wall thickness. The type of tensile test specimen used

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(diameter and gauge length) and fracture position (e.g. external, center, internal) are to be given in the test certificate. The 0.2 limit should be determined in accordance with the May 1975 Edition of DIN 50145, Section 8.1, Figure-9 in which case an electronic fine-strain gauge must be used with a measuring length of 25 mm in the center of the test length of the specimen.

11.4 NOTCH BAR IMPACT TEST:

11.4.1 Three ISO-V notched bar impact test specimen in tangential direction in the vicinity of the inner diameter on the top end at position 3 and on bottom end at position 6 (as per annexure-II) shall be taken.

11.4.2 Three ISO-V impact test specimens in wall direction (radial) on the top end at position 3 and the bottom end at position 6, in which case the notch of one specimen should be in the center and the notch of the other two should lie as far as possible on the outside or inside (refer Annexure-II).

12.0 MECHANICAL PROPERTIES: ON TANGENTIAL SAMPLES (FROM CENTRE):

12.1 Following properties must be attained at room temperature:-

0.2% Proof stress : 1250-1350 N/mm²

Elongation (at L = 5d): 13% min.

Reduction in area : 50% Min.

ISO-V notch impact energy : 70 J. min.*

* Mean of 3 tests.

12.2 Radial Samples:

Following minimum values must be achieved on radial samples:-

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- a) 0.2 limit (rad.) $\geq 0.7 \times 0.2$ proof stress (tang.)
(The specification value is decisive)
- b) Elongation (rad.) : $\frac{\text{Elongation (rad.)}}{\text{Elongation (Tang.)}} \geq 0.5$
- c) Reduction in area (rad.) : $\frac{\text{Reduction of area (rad.)}}{\text{Reduction of area (tang.)}} \geq 0.5$
- d) Energy absorbed (rad.) : $\geq 40 \text{ J}$
(inner dia)
The respective actual values are decisive in the case of (b) & (c).

12.3 In case reduced plastic properties are attained, then the proof is to be produced by the manufacturer that the reasons for this are purely due to local impurities which have no effect on the required properties.

13.0 INSPECTION AT SUPPLIER'S WORKS:

BHEL representative shall have free entry at all reasonable time to all parts of the supplier's Works connected with the manufacture of the material ordered and shall be at liberty to inspect the manufacture at any stage, while the work on contracts is being carried out. All the reasonable facilities shall be provided to the representative including labour to satisfy himself that the forgings are made to these specifications.

The supplier shall inform BHEL or its authorised testing agency after heat treatment and rough machining of the forgings to witness the various tests. Representative shall be present during cutting and marking of test rings. Test rings shall be punched with identification number in such a manner that the inspection marks are visible.

14.0 IDENTIFICATION NUMBER:

An identification number is given for each retaining ring in purchase order. This number is to be stamped on the front side of the retaining ring and surrounded by oil colour.

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15.0 TEST CERTIFICATE:

Four copies of the test certificate shall be supplied.
The following details shall be sent to BHEL:-

- (i) BHEL's reference.
- (ii) Identification no. as per clause 14 & Order no.
- (iii) Material Specification.
- (iv) Name and drawing number of the forging.
- (v) Supplier's reference.
- (vi) Melt/Heat Number.
- (vii) Details of melt analysis and method of melting.
- (viii) Exact details (time/temperature) of the heat treatment including stress-relieving.
- (ix) Results of the ultrasonic testing giving full details of the various defects observed, with the help of a sketch and all testing data necessary for reproduction of the test.
- (x) Results of the dye penetration examination.
- (xi) Results of Mechanical tests. All the individual values are to be given.

The certificate shall be signed by the Chief of Inspector/Chief Metallurgist of the supplier's plant.

16.0 RETESTS AT BHEL :

BHEL reserves the right to repeat any of the tests as per specification and values must satisfy the requirements of drawing and/or specification.

- ⑥ - While supplier test certificate shall give all test results as per spec.
~~Generally~~ following tests ^{only} shall be repeated on receipt at BHEL:-

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- Mechanical properties on tangential samples only.
- Ultrasonic testing.
- Chemical Analysis for C, Mn, P, S & Cr only. — ⑥

17.0 CLEARANCE FOR DELIVERY:

- 17.1 For clearance, the results of all the tests carried out in totality are to be got approved from BHEL/authorised representative prior to despatch.
- 17.2 BHEL evaluates these total results with regard to the intended operational requirements of the forging and judge the admissibility of individual deviations (if present) from the properties as specified in this delivery specification.
- 17.3 The judgement largely depends upon the compliance of 0.2 limit, results of ultrasonic test and Dye penetration examination.
- 17.4 The clearance does not relieve the supplier from the responsibility of hidden defects which are detected later on.

18.0 PACKING:

The forging shall be suitably packed in a condition to withstand for an indefinite time exposure to all climate conditions without developing any external and internal defects.

The forging shall be properly protected from corrosion and damage during transportation.

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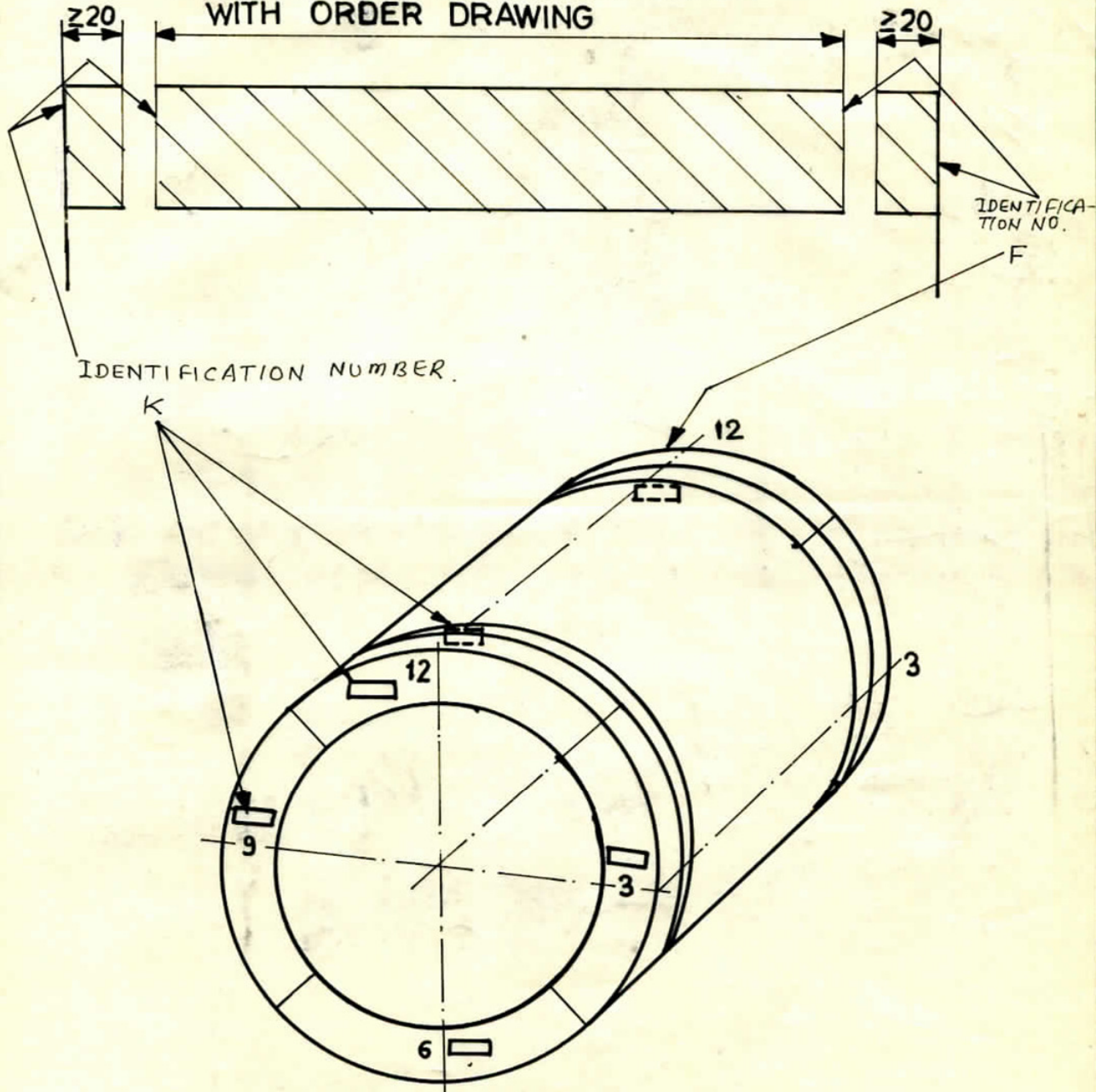
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ANNEXURE-I

QUANTITY AND MARKINGS OF SPECIMEN RINGS AND THE RETAINING RING.

ORDERED LENGTH IN ACCORDANCE
WITH ORDER DRAWING



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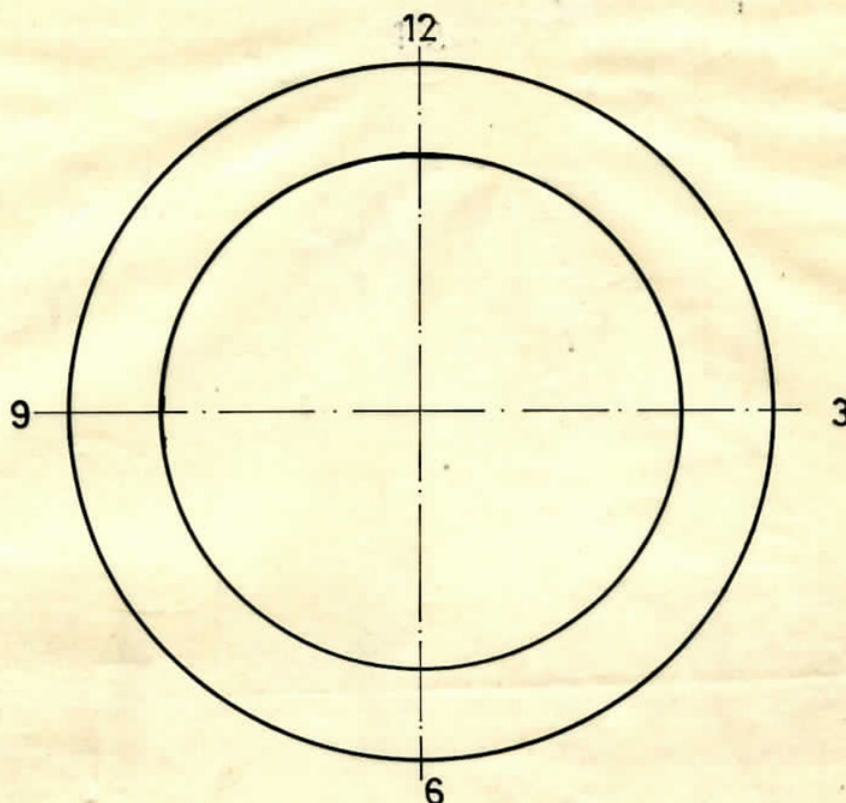
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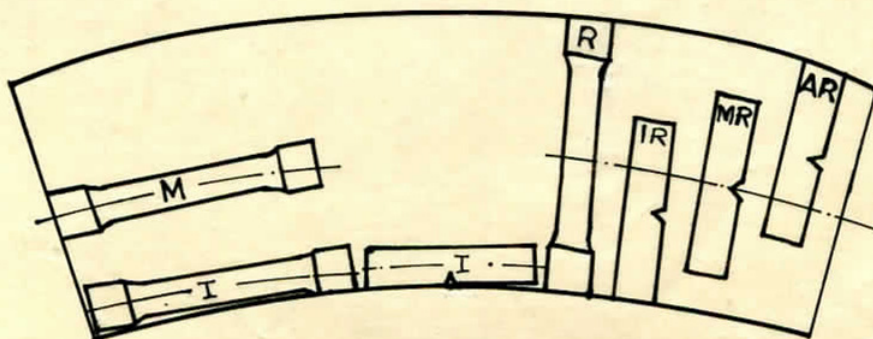
ANNEXURE-II

TAKING SPECIMENS FROM THE SPECIMENS RINGS TOP & BOTTOM

SPECIMENS RINGS/K AND/F



SPECIMENS FROM THE TOP SIDE, POSITION 3
AND THE BOTTOM SIDE, POSITION 6



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RECORD OF CHANGES

REV CODE	NO OF CHGS	DOCU NO	SHEET NO.	SIGN	DATE	REV CODE	NO OF CHGS	DOCU NO	SHEET NO.	SIGN	DATE
a	01	06 TSX(MTE) 90-56	06	UBA	3.1.91						
b	02	TSX(MTE) -92-12	8,9	UBA	17.2.92						
c	01	TSX(MTE) 92-152	5	YJH	28/8/92						
d	-	TSX(MTE) -97-146	THIS SPECIFICATION REAFFIRMED WITHOUT ANY CHANGE	YJH	6.1.98						

DISTRIBUTION OF PRINTS

DEPTT	TGE	STE	AME	DME	HGE	HTE	ACE	HAE	MTE	CFX MRL	IN- SUL SYS	HLE	TSX	THC	PPX	MCX	ESX
	✓		✓	✓					✓	✓					X	X	X
DEPTT	AIX	OSX	CCX	FAX	TFX	TLX (J&T)	TTX	TTX- ST	TTX- HT	TTX EM	WT	QAX	OCX	PCM	WC 202	WC 205	WC 227
								✓	✓	✓	✓	✓	✓		✓		
DEPTT	FBM BL II	HTM WC 276	STM WC 236	TLM WC 632	ACM WC 291	CIM WC 330	FBM WC 356 361	SUM WC 370	WWW WC 369	HXM WC 390	WEX WC 6100	ESX	TRX	TAX	FCX	MRL	
																	✓
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NON-MAGNETIC STEEL FORGINGS WITH IDENTIFICATION NO.

(900 - 1050 N/mm² 0.2% PROOF STEEL - Grade X8CrMnN1818K)

1.0 GENERAL :

This specification governs the quality of non-magnetic retaining ring forgings made out of steel grade X8CrMnN18 18K.

2.0 APPLICATION :

For non-magnetic coil retaining ring of Turbo-generators.

3.0 CONDITION OF DELIVERY :

Heat treated, cold expanded and rough machined to drg. dimensions.

4.0 COMPLIANCE WITH NATIONAL STANDARDS :

There is no Indian Standard covering this material.
 (b) - Assistance has been taken from ILV 9385/42.

5.0 DIMENSIONS AND TOLERANCES :

The forging shall have dimensions and tolerances as per ordering drawing.

6.0 MANUFACTURE :

The steel for forgings shall be made by basic electric arc furnace and subsequently been vacuum degassed. The forging shall receive its hot mechanical work under a press of ample power. After forging & annealing, retaining

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TGE	S.K. BHARGAVA	S.K.Bhargava 07.10.91	Checked	K. K. GUPTA	K.K.Gupta 28/11/91
Agreed Deptt	NAME	SIGN & DATE	Supervised	K. K. GUPTA	K.K.Gupta 28/11/91
WORKED BY	ASHOK	Ashok	Approved:	PLANT	P.S.
CHECKED BY	ASHISH	Ashish	STANDARDIZATION COMMITTEE		2.60
REV.	02		Prepared:	Issued:	Date:
DT.	18.03.2020		MTE	STANDARDS DIVISION	24.12.91

C/A NO. - TSX(MTE)-20-95



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rings are cold expanded below 300°C. A hot & cold forming and age hardening are not allowed.

All the defects, irrespective of size, shall be removed with the approval of BHEL in accordance with a repair plan to be approved by BHEL.

7.0 HEAT TREATMENT :

After cold expansion, the retaining rings must be stress relieved at 340-360°C for atleast 5 hours.

8.0 FINISH :

The surface finish of the forging shall be as per the ordering drawing.

9.0 FREEDOM FROM DEFECTS :

9.1 Non-destructive tests :

9.1.1 Ultrasonic Test :

The entire surfaces of the retaining ring in the as-delivery condition must be ultrasonically tested using pulse echo method.

Scanning must be done in:-

- Radial direction.
- With 45° probe on circumference in both the directions.
- With 45° probe in both the axial directions.

The directions specified in (b) & (c) above are located one above the other during examination of the same surface.

1 or 2 MHZ testing frequency is to be used. DGS method is to be used for the evaluation of the indications. Recordable indications are;-

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i) All indications with equivalent reflector size ≥ 1.6 mm diameter.

ii) Back wall Echo suppression more than 6 dB.

Individual indications with equivalent reflector size < 2.5 mm diameters and upto a recordable length of ≤ 20 mm are allowed.

The distance upto which the US indication at the registration limit has dropped to $\phi 1.6$ mm shall be the recordable length.

Following indications are to be reported to BHEL immediately after their establishment:-

- Randomly distributed isolated indications with an equivalent reflector size ≥ 2.5 mm diameter.
- All linear/planer type indications and clustering of indications without considering the equivalent reflector size which constitute it.

9.1.2 Dye Penetration Testing :

In as-delivered condition, 100% of the surface of the retaining rings must be subjected to a dye penetration test. This test will serve as an additional test to Ultrasonic examination in order to detect systematic surface flaws and flaws which are not eliminated after rough machining.

10.0 CHEMICAL COMPOSITION :

The nominal ladle analysis of the steel shall be as follows:-

Element	Percent	
	Min.	Max.
Carbon	-	0.10
Silicon	-	0.80

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Element	Percent	
	Min.	Max.
Manganese	17.5	20.00
Phosphorous	-	0.050
Sulphur	-	0.015
Chromium	17.5	20.00
Nitrogen	0.50	-
Aluminium	-	0.025
Titanium	-	0.10
Vanadium	-	0.15

Small deviations from the specified chemical composition are permissible after consultation with BHEL if these do not impair useful properties.

11.0 TEST SAMPLES :

11.1 From each retaining ring, the manufacturer must cut one sample ring from both ends with a minimum width of 20 mm (See Annexure-I). The sample rings & retaining ring shall be marked with identification number (given to each retaining ring in Purchase Order) which is to be stamped on each external front end. For the purposes of differentiation, the rings will have numbers/k and/F, corresponding to ingot top and ingot bottom ends. In addition both sample rings and the retaining ring itself must have a circumferential marking in clock wise direction (12/3/6/9). In this case, there must be a guarantee that the rings can be correlated at all times to the top and bottom. The remaining portion of sample rings must be cut off and delivered alongwith the retaining rings.

11.2 The samples for determination of the mechanical properties must be taken in accordance with the sketch (See Annexure-II) and no. of samples from the rings

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must be taken in accordance with the following table:-

Location of removal	Qty.	Sample type	Sample Position
Top/ Position 3	3	Notch Impact test	Tangential inner dia
	1	Tensile test	Tangential inner dia
	1	Tensile test	Radial
	3	Notch impact	Radial
Bottom/ Position 6	3	Notch impact test	Tangential inner dia
	1	Tensile test	Tangential inner dia
	1	Tensile test	Radial
	3	Notch impact test	Radial

11.2 Tests must be carried out after stress relieving.

11.3 Tensile Tests::

11.3.1 One tensile test (tensile test gauge dia 10x50 in accordance with IS:1608) must be carried out at the top end at position 3 and at the bottom end at position 6 in tangential direction near the inner dia (See Annexure-II)

11.3.2 One tensile test must be carried out on the top end at position 3, and on bottom end at position 6 in the direction of wall (radial). In this case, the specimen must be made as long as the wall thickness. The type of tensile test specimen ~~xxx~~ used (diameter and gauge length) and fracture position (e.g. external, centre, internal) are to be given in the test certificate. The 0.2 limit should be determined in accordance with the May 1975

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Edition of DIN 50145, Section 8.1, Figure 9 in which case a ~~strain~~-strain gauge must be used with a measuring length of 25 mm in the centre of the test length of the specimen.

11.4 Notch Bar Impact Test :

11.4.1 Three ISO-V notched bar impact test specimen in tangential direction in the vicinity of the inner diameter on the top end at position 3 and on bottom end at position 6 (as per Annexure-II) shall be taken.

11.4.2 Three ISO-V impact test specimens in wall direction (radial) on the top end at position 3 and the bottom end at position 6, in which case the notch of one specimen should be in the centre and the notch of the other two should lie as far as possible on the outside or inside (refer Annexure-II).

12.0 MECHANICAL PROPERTIES

12.1 Following ^{properties} must be attained at room temperature:-

0.2% Proof stress : 900-1050 N/mm²
 Elongation (at L = 5d) : 22% Min.
 Reduction in area : 54% Min.

ISO-V notch impact energy: 90 J. min.*

* Mean of 3 tests.

12.2 Radial Samples:

Following minimum values must be achieved on radial samples:-

(a) 0.2 limit (rad.) $\geq$ 0.7 x 0.2 proof stress (tang.)
 (The specification value is decisive).

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- (b) Elongation (rad.) : $\frac{\text{Elongation (rad.)}}{\text{Elongation (Tang.)}} \geq 0.5$
- (c) Reduction in area (rad.) : $\frac{\text{Reduction of area (rad.)}}{\text{Reduction in area (Tan.)}} \geq 0.5$
- (d) Energy absorbed (rad.) : $\geq 40 \text{ J}$
(Inner dia.)

The respective actual values are decisive in the case of (b) & (c).

12.3 In case reduced plastic properties are attained, then the proof is to be produced by the manufacturer that the reasons for this are purely due to local impurities, which have no effect on the required properties.

13.0 INSPECTION AT SUPPLIER'S WORKS :

BHEL representative shall have free entry at all reasonable time to all parts of the supplier's Works connected with the manufacture of the material ordered and shall be at liberty to inspect the manufacture at any stage, While the work on contracts is being carried out. All the reasonable facilities shall be provided to the representative including labour to satisfy himself that the forgings are made to these specifications.

The supplier shall inform BHEL or its authorised testing agency after heat treatment and rough machining of the forgings to witness the various tests. Representative shall be present during cutting and marking of test rings. Test rings shall be punched with identification number in such a manner that the inspection marks are visible.

14.0 IDENTIFICATION NUMBER :

An identification number is given for each retaining ring in purchase order. This number is to be stamped on the front side of the retaining ring and surrounded by oil colour.

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15.0 TEST CERTIFICATE :

Four copies of the test certificate shall be supplied.
The following details shall be sent to BHEL:-

- (i) BHEL's reference.
- (ii) Identification no. as per clause 14 & Order no.
- (iii) Material Specification.
- (iv) Name and drawing no. of the forging.
- (v) Supplier's reference.
- (vi) Melt/Heat no.
- (vii) Details of melt analysis and method of melting.
- (viii) Exact details (time/temperature) of the heat treatment including stress-relieving.
- (ix) Results of the Ultrasonic testing giving full details of the various defects observed with the help of a sketch and all testing data necessary for reproduction of the test.
- (x) Results of the dye penetration examination.
- (xi) Results of mechanical tests. All the individual values are to be given.

The Certificate shall be signed by the Chief of Inspector/Chief Metallurgist of the supplier's plant.

16.0 RE-TESTS AT BHEL :

BHEL reserves the right to repeat any of the tests as per specification and values must satisfy the requirements of drawing and/or specification.

While the supplier T.C. shall give all test results as per specification, following tests shall be repeated on receipt
① at BHEL or if agreed with customers:

- Mechanical Properties on tangential samples only.
- Ultrasonic testing.
- ② - Chemical analysis for C, Mn, P, S & Cr only.

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PLANT PURCHASING SPECIFICATION

HEEP-HARDWAR

HW 19483

PAGE 9 OF 11

SIGN & DATE

SUPERSEDES
INVENTORY No.

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INVENTORY No.

P-3207

17.0 CLEARANCE FOR DELIVERY :

- 17.1 For clearance, the results of all the tests carried out in totality are to be got approved from BHEL/ authorized representative prior to despatch.
- 17.2 BHEL evaluates these total results with regard to the intended operational requirements of the forging and judge the admissibility of individual deviations (if present) from the properties as specified in this delivery specification.
- 17.3 The judgement largely depends upon the compliance of 0.2 limit, results of ultrasonic test and Dye penetration examination.
- 17.4 The clearance does not relieve the supplier from the responsibility of hidden defects which are detected later on.

18.0 PACKING :

The forging shall be suitably packed in a condition to withstand for an indefinite time exposure to all climate conditions without developing any external and internal defects.

The forging shall be properly protected from corrosion and damage during transportation.

REVISION: 02

WORKED BY	V. B. ARORA	LBAGL	27.9.91
CHECKED BY	V. B. ARORA	LBAGL	27.9.91



PLANT PURCHASING SPECIFICATION

HEEP - HARDWAR

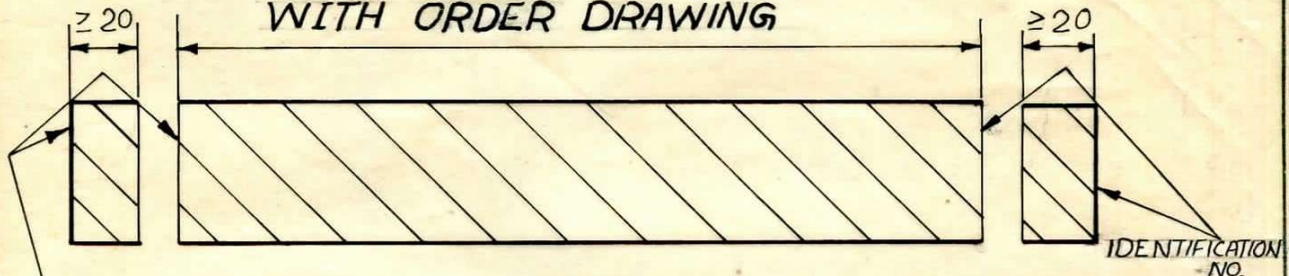
HW 19483

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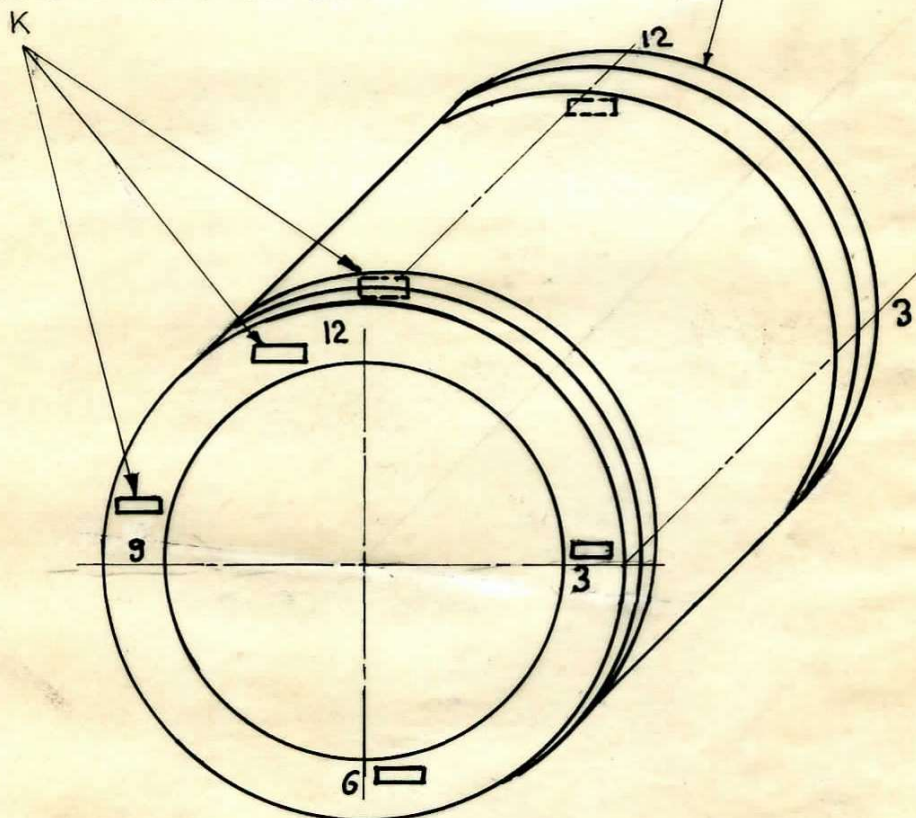
ANNEXURE-I

QUANTITY AND MARKINGS OF SPECIMEN RINGS & THE RETAINING RING

ORDERED LENGTH IN ACCORDANCE
WITH ORDER DRAWING



IDENTIFICATION NUMBER



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SUPERSEDES
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SIGN & DATE

INVENTORY No.

P-3207

REVISION: 02

WORKED BY

V. B. A.

CBA

27.9.91

CHECKED BY

CBA

CBA

27.9.91



PLANT PURCHASING SPECIFICATION

HEEP-HARDWAR

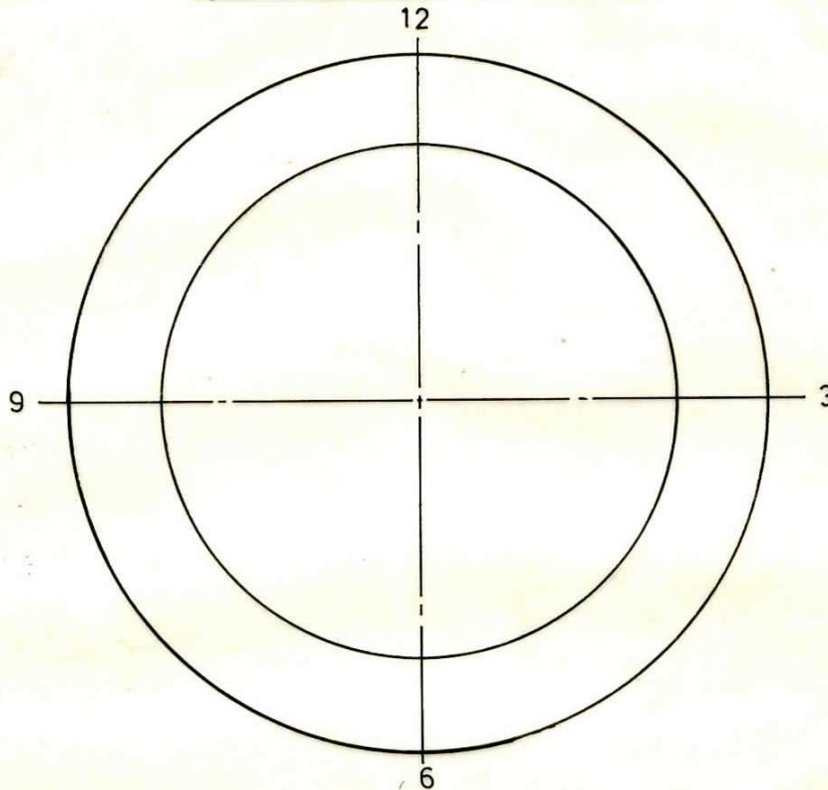
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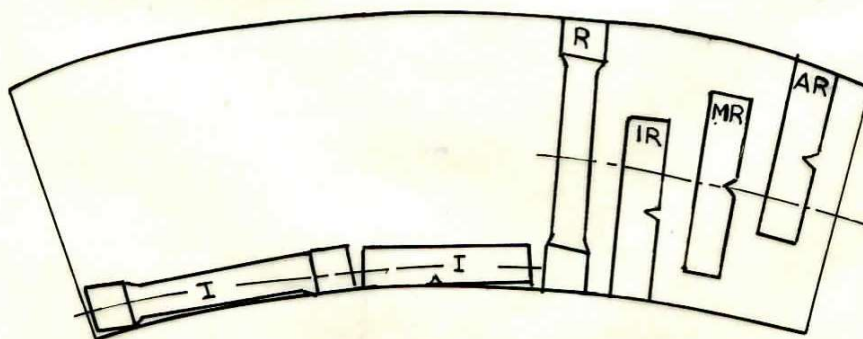
ANNEXURE - II

TAKING SPECIMENS FROM THE SPECIMENS RINGS TOP & BOTTOM

SPECIMENS RINGS/K AND/F



SPECIMENS FROM THE TOP SIDE, POSITION 3 AND THE BOTTOM SIDE, POSITION 6



REVISION: 02

WORKED BY	V. B. A	CBAR	27.9.91
CHECKED BY	V. B. A	CBAR	27.9.91

SIGN & DATE

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P-3207



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____ Dated: _____

Due on: _____

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

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

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



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

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

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

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

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

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

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

(2) Counter offer in case of Splitting:

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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

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

6. PRICE SCHEDULE.

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

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**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)**

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

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

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

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

f1) Currency of Evaluation shall be INR.

g) Evaluation of Indian Agents Commission:

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

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

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

8. DELIVERY TERMS.

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

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

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

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

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.
- e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of

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Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

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

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

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

11. BANK GUARANTEE.

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

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

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

a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

13. QUALITY REQUIREMENT.

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

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14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

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

16. TRANSIT INSURANCE.

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

17. PHYTOSANITARY CERTIFICATE:

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other

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technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to make a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

22. INFORMATION TO THE BIDDERS.

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

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

23. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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

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

24. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

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

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

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

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

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

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25. NOTE.

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

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

3. Compensation in respect of each of the victims:

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

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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

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

6. PRICE SCHEDULE.

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

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

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

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

j) Currency of Evaluation shall be INR.

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

7. REVERSE AUCTION.

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

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

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

8. DELIVERY TERMS.

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



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9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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

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

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

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

i) The loading criteria for the different payment terms shall be as under;

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

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

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

11. TAXES & DUTIES.

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

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

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



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

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

12. BANK GUARANTEE.

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event

of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be



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permitted within the validity period asked for in the tender enquiry.

- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than

that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to make a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid



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opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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

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

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



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

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

24. INFORMATION TO THE BIDDERS.

- Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.
- Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>
- Copy of this Tender Enquiry is being sent through the post.
- The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
- Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

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

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- The margin of purchase preference shall be 20%.
 - 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
 - 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
 - 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- Requirement of Purchase Preference:



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

- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
- b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference,

and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.
- c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.
- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-
 - a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –
 - b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

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

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

26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

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

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

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

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

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

27. NOTE.

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



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

3. Compensation in respect of each of the victims:

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

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

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

SPECIAL TERM & CONDITIONS

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

• **Action against Bidders / vendor / supplier / contractor in case of default:** In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.
Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “<https://www.bhel.com/guidelines-suspension-businessdealings-supplierscontractors>”.

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s Â _____(supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

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

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

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Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20____
("Effective Date") by and between

M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as "BHEL" or "the Company").

And

M/s _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the "Supplier").

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as "Parties" or singly as the "Party".

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **"Contract"** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **"Effective Date"** means the date of this Agreement as mentioned in the preamble of this Agreement.

- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other

intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier

intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of --- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ---- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.
- d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope

of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(e) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute
or

difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

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

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for

the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at ----- **(Insert the name of the city/town of the concerned BHEL Unit/Division).**

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----**(insert the name of the place where the BHEL Unit/Division is located)**

SIGNATURE

WITNESSES

1.

Name

Address:

2.

Name:

Address: