

**BHARAT HEAVY ELECTRICALS LTD., BHOPAL
MODERNISATION DIVISION
BLOCK – 7, BPRV Annexe,
PIPLANI, BHOPAL – 462 022 M.P. (India)**

PHONE NO.: +91 755 2502358/2505233/ 2502374

GLOBAL TENDER NOTICE NO.: MM/MOD/24-25/E8043003

Online bids in Two Part Bid System are invited for Supply of the following item:

S.N	Enquiry no.	Item	Qty.	EMD (in Rs.)	Due date
01	E8043003	Vapour Phase Drying Plant with integrated Isostatic Pressing System	01 No.	40,00,000/-	04.09.2024

Complete tender document are available on BHEL e-Tendering website <https://eprocurebhel.co.in> and the tender to be submitted online along with the proof of EMD submission. Bids to be submitted before 3.00 pm on the due date.

(1) Tenders may not be considered if :

- (1) Tender not submitted in two bid, i.e., technical and price bid separate.
- (2) Authorization letter from the manufacturer is not enclosed with the technical bid when the offer is submitted by trading / marketing agency.
- (3) Copy of agreement between principal and Indian agent (in case offer is submitted through agent) indicating scope of work of Indian agent and agency commission payable to him is not enclosed with the technical bid.

Note:

- (1) For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (technical bid in case of two part bid) shall be considered.

(2) EMD:

Mode of submission of EMD and other terms & conditions shall be as per General Terms & conditions attached in NIT.

For payment in Foreign Currency - This can be swift transferred to BHEL's account no. 10170392780 in State Bank of India (SBI), Swift code – SBININBB117, IFSC code-SBIN0001920 , ***for payment in Indian currency*** - for online payment through NEFT/RTGS the Bank details are SBI A/c No.-30855948540, IFSC code- SBIN0000519. The proof of swift transfer i.e E-receipt must be attached along with Part – A (Techno-commercial bid).

Procedure for online submission of EMD is given below: -

- (1) Please enter the following link in your internet address browser or click on the following link <https://www.onlinesbi.com/prelogin/icollecthome.htm>. Please click on “proceed” after clicking “Check Box” to proceed for payment.

Seal & Sign of Bidder

- (2) Now the SBI's SB-Collect site gets opened. Please select state of Corporation as "Madhya Pradesh" and type of Corporation as "Industry" and then click on "GO" appearing on the screen.
- (3) Now select "Bharat Heavy Electricals, Bhopal" from the dropdown table appearing against "Select Industry" and click submit.
- (4) Now select "Deposit Of Earnest Money Deposit " category from the dropdown table appearing against "select category" and click submit.

Instruction related to fill formats are mentioned:

IP*	Please Select "EMDEP "
Name of the depositor *	Name of your firm ,on whose name tender are submitting .
Enquiry or Tender ref No.*	Enquiry No. or Notice of Tender Reference No. (i.e "E8043003" for this Tender)
Enquiry or Tender Ref No. Date *	Enquiry date or Notice of tender Reference No Date.
Tender Issuing Dept*	Department Name who Invites tender(i.e "MOD " for this Tender)
Amount Deposited *	Amount of EMD
Remarks	Additional information required to be mention , if any

- (3) Bidder to quote price of 'Supply portion' and 'Erection & Commissioning' separately. The Erection and commissioning price shall be minimum 10% of supply value. In case where E&C value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

(4) Integrity Pact (IP)

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

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

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Seal & Sign of Bidder

Note:

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

Details of contact person(s):

1)

Name : Sh. S A Dongre
Deptt: FCX, ELX & MOD
Address: Block - 2,
BHEL, Bhopal-462022
Phone: (0755-2502374/9425604726)
Email: sdongre@bhel.in
Fax: N/A

2)

Name : Sh. Shyam Sunder Chaudhary
Deptt: Modernisation
Address: Block - 7, BPRV Annexe
BHEL, Bhopal-462022
Phone: (0755-2502358 / 7587571252)
Email: sschaudhary@bhel.in
Fax: N/A

- (5)** All Bank Guarantees shall be strictly as per BHEL's formats. No deviation will be accepted. **Also, in lieu of BG, stand by LC will not be accepted.**

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest".

- (6)** Details on Capacity / Supply and E & C performance of Bidder:

Bidder must furnish specific details of company performance in the enclosed Annexure – I

(A. Capacity Details, B. Performance of Supplies to BHEL).

Submission of this information by vendors is mandatory. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

- (7)** "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."

- (8) Preference to Make in India**

"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal 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 and subsequent amendments & Clarifications. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

- (9) For this tender, there is no relaxation against Pre-Qualification criteria (PQR) for MSE vendors.
- (10) "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L -1 will be decided by soliciting discounts from the respective L -1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidders (s) or their representative(s).

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

- (11) 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.

- (12) **RA Clause:-** "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 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."

(13) PQC condition related to Financial PQR. – (As per clause no. 32 of the specification)

Average Annual Financial turnover of the firm for last 3 Financial years upto 31st March 2023 must be at least Rs. 600 lakhs. Following Documentary proof must be submitted as proof of Average Annual Turnover:

(a) Indigenous Bidder:

Any document certified by a Chartered Accountant /Cost Accountant showing turnover for the relevant period shall be uploaded with the bid. The documents submitted must be signed by the Chartered Accountant /Cost Accountant, bear his seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner) date and place of signing. In case Balance sheet and P& L statements are submitted the same must be signed by the owner also.

(b) Foreign bidders:

Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover above mentioned Three Financial Year duly certified by their statutory auditors to be submitted.

TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion in case of foreign bidders.

(14) Tax and Duties:

The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.

Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).

GST/ Income Tax TDS applicable as per Law shall be deducted.

Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.

Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

(16) Document for Foreign Bidder:

(i) Seller shall send 1 set of original negotiable documents Comprising of Bill Of Lading/AWB, Invoice & Packing List, in English, within 7 days of B/L date / 1 day of AWB date by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & msseabpl@bhel.in within 1 days of dispatch

(ii) One original negotiable set of clean on board freight prepaid (in case of CIF/CIP/CFR) / to pay (In case of ex-works/FOB/FCA) combined transport bill of lading/AWB showing beneficiary as shipper and Govt.of India on behalf of Bharat Heavy Electricals Limited, Bhopal As Consignee And Notify: BHEL Rod Mumbai, 14th floor. World Trade Centre-1, Cuffe Parade Colaba, Mumbai 400005 India. phone no +91 22 22171345/22171346/22171370

(iii) One set of original negotiable invoice and packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.

(iv) Original Certificate of Country of Origin (COO) issued by Chamber of Commerce

(v) Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM are different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.

(vi) Seller's declaration that wood - packing material used in packing is in accordance with IPPCC standard ISPM no.15 and has been labelled compliant with IPPCC mark by manufacturers or beneficiary's declaration that wood- packing material has not been used packing of the goods.

(vii) Pre Dispatch Clearance Issued By BHEL Referencing - Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates.

(viii) Permanent Establishment Business Certificate (PEBC) as per Clause 16.3 of GTC, as applicable. In case of Services, additionally Form 10 F of Income Tax Act, 1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16.4 of GTC.

(ix) Supplier should additionally forward TWO sets of above original negotiable documents (Sl 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days OF OBL/AWB date to each of the following :- (i)AGM(CMM-FE), BHEL, 2nd floor,ADM building,Piplani,Bhopal-462022,india. (ii)AGM (ROD, BHEL Mumbai), BHEL, ROD, 14th floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai - 400005. Phone / mob. No.: 022-22171301 email intimation of the above to be sent to fin_fp.bpl@bhel.in, fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & msseabpl@bhel.in

(x) Guarantee / Warranty Certificate, As applicable, issued by seller in one original. If Seller and OEM and different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.

(xi) Certificate from shipping company or its agent or its owner or master or charterer stating that the carrying vessel is seaworthy and the vessel is classified by an approved classification society as per institute classification clauses and classified as Lloyds 100 A1 or its equivalent classification stating that the vessel is not more than 25 years old.

(xii) Marine/air insurance policy or certificate, blank endorsed, dated not later than the date of OBL/AWB, full set in the negotiable form in the currency of credit covering 110% of the invoice value. Insurance to include institute cargo clauses (a), institute war clauses (marine cargo) and institute strike clauses (marine cargo) with claims payable in india. Insurance to cover from supplier's warehouse to INPT Nhava Sheva Mumbai / Mumbai Seaport / Mumbai Airport/ ICD,Mandideep, as applicable

(xiii) The destination terminal handling charges (DTHC) will be paid by BHEL directly to the terminal and same will not be paid to the shipping line of vendor. If shipping line charges the DTHC to BHEL, the same along with any additional/consequential expenses incurred (like detention/ demurrage, ground rent, penalty, etc) will be recoverable from beneficiary's bills confirmed via seller's/beneficiary bank swift.

(xiv) If seller/beneficiary does not comply or deviates from any of the above clauses/compliances, then any additional charges, demurrage, detention, ground rent, clearance charges, penalty, etc imposed on or borne by/paid to BHEL due to such non-compliance/deviation, etc., shall be to the account of the seller/beneficiary and shall be recoverable from the seller's/beneficiary's bills .Confirmed via seller's/beneficiary bank swift.

(xv) Beneficiary to send email intimation about dispatch of goods giving details of OBL/AWB no. & its date, BHEL purchase order number, invoice no. & its date, currency & invoice value, packing list, PDCC ref no. & date, LC no., seller's bank reference no., if & as applicable to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & msseabpl@bhel.in

(xvi) Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.


(xvii) In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.

(17) All the documents uploaded by vendor in NIC portal should be sealed and signed. Pointwise confirmation of attached Annexures A / Annexure B shall be submitted.

(19) Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system on or before due date. Paper bid will not be accepted in E-Tender.

Note: Tender should be submitted online on BHEL e-Tendering website <https://eprocurebhel.co.in>. Late tenders will not be considered.

All corrigenda, addenda, amendments, time extensions, clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) ONLY. Bidders should regularly visit website to keep themselves updated.

		<u>Spec. No. : TRM/VPD/23-24/004</u>	
<u>BHARAT HEAVY ELECTRICAL LIMITED</u>		<u>Enquiry No. :</u>	
<u>UNIT'S ADDRESS:</u>		<u>Due Date :</u>	
<u>CONTACT PERSON'S NAME/DESIGN./PHONE NO./E-MAIL (FROM</u>		<u>Supplier Qtn.</u>	
<u>PURCHASE DEPTT.)</u>		<u>No.:</u>	
<u>SPECIFICATION CUM COMPLIANCE CERTIFICATE OF VAPOUR PHASE DRYING PLANT WITH INTEGRATED ISO-STATIC PRESSING SYSTEM</u>			
NOTE:-			
1. Vendor must submit complete information against clause no. 32 (Qualifying Condition). The offer meeting this clause would only be processed.			
2. Vendor to furnish the offer using this standard template of the specification. While furnishing the offer, no change is to be made in the first three columns (i.e. 'S.NO.', 'DESCRIPTION FOR BHEL REQUIREMENT' & 'ACTION BY VENDOR'). Only the "Offered" column and where applicable, "Remarks" Column of this format shall be filled by the Vendor and submitted along with the offer. Inadequate / incomplete, ambiguous, or unsustainable information against any of the clauses of the specifications/requirements shall be treated as non-compliance.			
3. The offer and all documents enclosed with offer should be in English language only.			
4. Where ever "vendor to specify 'or 'suitable" is mentioned, suitable backup data or calculation or justification is required for establishing the suitability.			
5. Circuit diagram of the system offered is to be enclosed with proper writeup.			
<u>NAME & ADDRESS OF THE SUPPLIER :</u>		<u>NAME & ADDRESS OF THE INDIAN AGENT :</u>	
<u>TELEPHONE NOS.:</u>		<u>TELEPHONE NOS.:</u>	
<u>FAX NOS.:</u>		<u>FAX NOS.:</u>	
<u>E-MAIL ADDRESS :</u>		<u>E-MAIL ADDRESS :</u>	
<u>SCOPE: SUPPLY, ERECTION & COMMISSIONING OF VAPOUR PHASE DRYING PLANT WITH INTEGRATED ISO-STATIC PRESSING SYSTEM, COMPLYING WITH SPECIFICATIONS AS BELOW :</u>			

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
1.0	PURPOSE & WORKPIECE MATERIAL:			
1.1	VPD plant : This plant is required for the heating of Transformer coils and Complete Transformers upto 765 KV class. Maximum limit of temperature in the VPD Plant for heating medium is 180° C. The operating temperature shall be 130° C. This plant shall be used for vacuum drying & oil impregnation of Transformers / Reactors (i.e. oil filling of the transformer tank) weighing up to 300 Tonnes. Transformer shall generally consist of Copper-20%, Iron-75%, Insulating Material (Paper & Press board)-5 % by weight. Heating in the VPD plant shall be with vacuum.	VENDOR TO NOTE		
1.2	Note: The VPD & Conventional Process is detailed in Annexure - I.	VENDOR TO NOTE		
1.3	Vapour Phase Drying process is required for drying Power Transformers, Reactors, transformers / reactor's windings, coils, etc. in an autoclave with evaporator using advance vapour phase drying process sequence; i.e. Heating up phase with Intermediate Pressure Lowering Phases, Pressure Reduction Phase, Fine Vacuum Phase, Oil filling (in transformer tank) Phase and Aeration by Dry Air. The whole process shall be fully controlled automatically. The computer shall monitor the process and reports can be printed. It should have a backup storage for 1 year at least.	VENDOR TO CONFIRM		
1.4	Location of storage tanks & Cooling equipments : All storage tanks (i.e. solvent storage, waste water tank, waste oil tank etc.) and cooling equipments (cooling tower & chiller etc.) shall be situated 200 mtr. (Max.) from autoclave.	VENDOR TO CONFIRM		
2.0	Scope of supply : The vendor shall be responsible for supply of all items and accessories complying with specification as below (except civil work and power supply). Vendor to submit the Detailed General Arrangement Drawing of offered plant along with technical offer.	VENDOR TO CONFIRM & FURNISH		
2.1	PLANT CONFIGURATION : Vapour Phase Drying Plant shall consist the following : 1) Autoclave (inner dimension : 9 mtr. length x 6.5 mtr. width x 6.5 mtr. height). Autoclave of vpd plant consist the following :- 1.1) Front and backside loader autoclave (refer cl. 2.2) 1.2) Loading Trolley (refer cl. 2.2.1) 1.3) Laterally movable door (refer cl. 2.2.2) 1.4) Hydraulic door pressing system (refer cl. 2.2.3) 1.5) Hydraulically operated rail bridge (refer cl. 2.2.5) 1.6) Heating circuit and temperature regulation for autoclave (refer cl. 12.0) 1.7) Accessories for autoclave (refer cl. 11.0) 2) Iso statics press (refer cl. 3.0) 3) Evaporator (refer cl. 4.0) 4) Heating circuit and temperature regulation for evaporator (refer cl. 5.0)	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
	5) Condenser (refer cl. 6.0) 6) Storage tank (refer cl. 7.0) 7) Distillation system (refer cl. 8.0) 8) Electrical control system (refer cl. 9.0) 9) Pneumatic switch panel (refer cl. 10.0) 10) Vacuum pumping system consist of following :- 10.1) Main/Base vacuum pumps (refer cl. 13.1) 10.2) Booster pumps (refer cl. 13.2) 11) Intermediate condenser (refer cl. 14.0) 12) Exhaust separator (refer cl. 15.0) 13) Measuring instruments & accessories (refer cl. 16.0) consist the following : 13.1) Vacuum gauge (refer cl. 16.1) 13.2) Electronic vacuum measuring probe (refer cl. 16.2) 13.3) Digital recording & measuring system for measuring the condensate water rate (refer cl. 16.3 & 16.11) 13.4) Digital recording & measuring system for measuring the vacuum (refer cl. 16.4 & 16.5) 13.5) Fine water measuring system (refer cl. 16.6) 13.6) Electronic system for determination & display of total amount of water extrated (refer cl. 16.7) 13.7) Inline Water Extraction Measuring (in gm/hT) Device/system (Clause 16.8) 14) Water chilling unit (refer cl. 18.0) 15) Equipment for oil filling of Transformer independent of vaccum drying process (refer cl. 19.0)			
2.1.1	Any other accessories for satisfactory and automated functioning of VPD plant will be in vendor scope.	VENDOR TO CONFIRM & SPECIFY IN DETAILS.		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
2.2	AUTOCLOAVE :- It shall be in welded construction of steel sheets and beams. The autoclave is loaded / unloaded by the loading Trolley connected to a gear arrangement driven by electrical motor. All sides of the autoclave are heated by heating manifolds located between stiffeners on the outside. Suitable provision shall be provided for measuring the temperature of autoclave during process. Measurement of temperature of autoclave should be displayed on computer. The door is kept on temperature of autoclave by hot oil circulation. The autoclave is to be equipped with the following :-	VENDOR TO CONFIRM		
2.2.1	Loading Trolley : The job is loaded / unloaded in autoclave from both side (i.e. front & back) of autoclave by the loading trolley connected to a pulling & pushing type prime mover driven by electrical motor. Loading trolley shall move on a Broad Gauge Rail Line and suitable locking arrangement shall be provided in the end portion of trolley. All trolley wheels / rollers should have flanges on both sides to guide the loading trolley and prevention of slipping from rail during movement. Detailed General Arrangement (G.A.) drawing of loading trolley shall be submitted by the supplier for approval by BHEL before manufacturing.	VENDOR TO CONFIRM		
2.2.2	The laterally movable door (in one piece) with suitable electrical drive. 2 Nos. Door shall be provided; 1 No. in the front & another 1 No. in back side of the autoclave.	VENDOR TO CONFIRM		
2.2.3	Hydraulic door pressing system with suitable power pack & hydraulic clamping cylinders. There	VENDOR TO CONFIRM		
2.2.4	Autoclave shall have sufficient stiffeners suitable to take the load of transformer/s (Minimum load being 300 tonnes). The floor should be perfectly leveled without undulations to facilitate the smooth movement of loading bogie in VPD plant. The transformer/s, coils or active parts shall be taken inside the VPD plant using loading trolley. The loading trolley should move on rail inside & outside autoclave. During this transportation, the entire load must be uniformly distributed over the trolley. During the VPD process, the entire load gets distributed to the floor through the loading trolley. Supplier shall suitably design the foundation & the bottom floor considering the load & the temperature of operation.	VENDOR TO CONFIRM		
2.2.5	Hydraulically Operated Rail Bridge (Using suitable nos. of cylinders) : Hydraulically operated metallic bridge with suitable interlock to be provided at the entrance of the VPD plant to enable the entry of transformer/s on the loading trolley. Supplier shall suitably design the metallic bridge considering the load & the temperature of operation. The hydraulically operated metallic bridge shall enable the smooth joining of rail with ground floor. Details of bridge for VPD plant for easy entry/exit of loading trolley shall be submitted by the supplier at the time of approval of General Arrangement drawing. Suitable interlocks shall be provided between door opening/closing and Hydraulic bridge operation.	VENDOR TO CONFIRM & FURNISH DETAILS		
2.2.6	Connection flanges for all media shall be supplied.	VENDOR TO CONFIRM		
2.2.7	Testing Vacuum (partial) : 0.05 mbar or better.	VENDOR TO CONFIRM		
2.2.8	Working Vacuum (Continuous Duty) : 0.1 mbar or better.	VENDOR TO CONFIRM		
2.2.9	Leakage Rate: Less than 5 mbar litr/sec.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
2.2.10	Operating Temperature: 130 deg. Celsius for job; Max. Temperature: 180 deg Celsius for heating medium.	VENDOR TO CONFIRM		
2.2.11	Two blank flanges shall be provided in the autoclave for connecting instruments apart from regular connecting flanges.	VENDOR TO CONFIRM		
2.2.12	Autoclave shall be equipped with suitable door driving system including limit switches.	VENDOR TO CONFIRM		
2.2.13	Autoclave shall have vacuum tight measuring gland with minimum 6 temp. sensors for transformer temp. indication.	VENDOR TO CONFIRM		
2.2.14	Autoclave shall be provided with a minimum 4 nos. of vacuum tight observation glasses with illumination lamps at suitable heights to clearly observe the process inside the autoclave.	VENDOR TO CONFIRM		
2.2.15	Suitable provision through sensors should be provided to measure vacuum in autoclave and display it in SCADA system.	VENDOR TO CONFIRM		
2.2.16	A suitable switch cabinet shall be provided for autoclave door operation.	VENDOR TO CONFIRM		
2.2.17	Facility required (suitable sensors) for vacuum measurement of autoclave separately for checking leak rate test.	VENDOR TO CONFIRM		
2.2.18	NOTE:- Looking into the transportation difficulty of autoclave to BHEL site, the bidder may consider the possibility of fabrication of autoclave at BHEL site. All the equipment, crane, consumables & skilled manpower etc for the same shall be arranged by the vendor. All civil works shall be carried out by BHEL.	VENDOR TO CONFIRM		
3.0	ISO-STATIC PRESS (Central cylinder pressing type) : 3 set.			
	Iso-static pressing system shall integrated with autoclave which ensure an application of continuous constant pre-determined pressure on the windings throughout the drying cycle in VPD plant. Iso-static pressing arrangement shall be used for pressing in VPD plant under hot condition. The coil shall be pressed in between the top & bottom clamping plates of steel structure. The press plate shall be of Central hydraulic cylinders design mounted on the bottom clamping plate . Three sets of Pressing Arrangement suitable to Press coils of below mentioned size shall be Provided by the Suppliers. For Lower diameters of the Windings, the Drawings for Pressing arrangement shall be provided by the Vendor.	VENDOR TO CONFIRM		
3.1	Each set of Iso-Static press consist the following :			
3.1.1	Base plate : 1 No. (refer cl. 3.3)	VENDOR TO CONFIRM		
3.1.2	Upper press plate : 1 No. (refer cl. 3.3)	VENDOR TO CONFIRM		
3.1.3	Hydraulic Cylinder : 1 No. (refer cl. 3.4)	VENDOR TO CONFIRM		
3.1.4	Central power screw of suitable dia. And thread : 1 No.	VENDOR TO CONFIRM		
3.1.5	Hydraulic power pack : 1 No. (refer cl. 3.5)	VENDOR TO CONFIRM		
3.2	Jobs (Transformer coils) details to be pressed :			
3.2.1	Max. Outer Dia of the coils to be pressed - 3000 mm	VENDOR TO CONFIRM		
3.2.2	Min. Inner Dia of the coils to be pressed - 600 mm (For Maximum diameter of the Cylinder)	VENDOR TO CONFIRM		
3.2.3	Minimum Height if the Wdg to be Pressed shall be 1600 mm. Maximum Height of the coils to be pressed - 3200 mm, However with wooden Blocks at bottom and at top end (with the exit lead height) the total minimum and maximum height becomes respectively 2500 to 4000 mm.	VENDOR TO CONFIRM		
3.2.4	Material of the coil - Paper covered electrical grade copper conductor(PICC/CTC), press board and laminated wood.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
3.3	Specification of press :			
3.3.1	Net Pressing force required to be exerted on coil - 20 tonnes to 320 tonnes minimum.	VENDOR TO CONFIRM		
3.3.2	Max. capacity of each press plate - 320 tonnes	VENDOR TO CONFIRM		
3.3.3	Press plate - Press plate to be designed by the vendor for the required load. Suitable stiffeners to be decided by the vendor. The required holes & jack cylinder locations shall be provided during approval of drawing after PO placement.	VENDOR TO CONFIRM		
3.3.4	Diameter of Top and Bottom press plate - Suitable	VENDOR TO CONFIRM		
3.3.5	Heating & Pressing cycle time - 72 hrs	VENDOR TO CONFIRM		
3.4	Hydraulic Cylinders and Pressing system (Party to furnish the drg of every items used in the pressing of coils from hyd. Cylinders to Top /Bottom Plates indicating all dimensional details & technical specification along with offer)			
3.4.1	Stroke of cylinder - 500 mm.	VENDOR TO CONFIRM		
3.4.2	Type - Double acting.	VENDOR TO CONFIRM		
3.4.3	Cylinders shall be made of ultra sound tested solid drawn seamless steel tubes accurately bored and honed.	VENDOR TO CONFIRM		
3.4.4	Mounting flanges shall be integral with cylinder/ welded with cylinders & duly thermally stress relieved subsequently.	VENDOR TO CONFIRM		
3.4.5	Main piston of all the cylinders shall be made of wear resistant sinter cast with ground diameter.	VENDOR TO CONFIRM		
3.4.6	The piston rods shall be precision ground and hard chrome plated.	VENDOR TO CONFIRM		
3.4.7	Suitable guide bushes shall be provided for accurate guiding of piston rods.	VENDOR TO CONFIRM		
3.4.8	Cylinder seals shall be suitable for working upto 150° C.	VENDOR TO CONFIRM		
3.5	Hydraulic Power Pack (Party to furnish the schematic drg of hyd. System along with	VENDOR TO CONFIRM		
3.5.1	Lines from each hydraulic power pack shall be given inside the VPD for Iso-static pressing which shall be independently controlled. There shall be 3 lines inside the VPD Plant and one outside / Portable so as to Perform small pressing operation outside VPD.	VENDOR TO CONFIRM		
3.5.2	Suitable system for Compensation/ Regulation of pressure because of slacking during shrinking of coil shall be provided .	VENDOR TO CONFIRM		
3.5.3	Automatic pressure regulation by Power packs during pressing with increase /decrease of pressure.	VENDOR TO CONFIRM		
3.5.4	Cylinders/Seal shall be capable of applying correct force in Fine Vacuum inside vpd..	VENDOR TO CONFIRM		
3.5.5	Quick coupler/with auto shut off arrangement for easy engagement/disengagement of hydraulic system shall be inside VPD Plant	VENDOR TO CONFIRM		
3.5.6	Complete visualisation of operation over screen is to be enabled.	VENDOR TO CONFIRM		
3.5.7	VPD capable of working as Vacuum Drying vessel when Iso static Line is not in use. Suitable arrangement is to be made	VENDOR TO CONFIRM		
3.5.8	Power pack should have modular design. It should have hydraulic pump with motor, control valves, 2 nos. manifolds, inter - connecting pipes, pressure gauge and other hydraulic inter locks as mentioned below.	VENDOR TO CONFIRM		
3.5.9	The system shall have inlet and outlet lines (rigid steel pipes outside the VPD plant & flexible stainless steel braided hoses inside VPD plant) to press 3 nos. coils individually or simultaneously inside the VPD plant.	VENDOR TO CONFIRM		
3.5.10	The pressure on individual coils shall be adjustable at any time without interrupting the process. The pressure applied shall be readable & recordable through gauges & recorders.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
3.5.11	Main pump shall be suitable to work upto 125% of the maximum working pressure. The individual outlets of pump shall be connected with individual manifolds & finally to the individual press plate cylinders.	VENDOR TO CONFIRM		
3.5.12	Hydraulic medium in power pack shall be Transformer oil as per BHEL standard : TRE176. First time oil filled by vendor during commissioning of system.	VENDOR TO CONFIRM		
3.5.13	Oil tank capacity -	VENDOR TO SPECIFY		
3.5.14	Other accessories like pressure relief valves, direction control valves, safety valves, check valves, filters, oil level gauges, pressure gauges, suction strainers etc shall be provided.	VENDOR TO CONFIRM		
3.5.15	Intermediate piping for power pack and inside & outside of VPD plant shall consist of:	VENDOR TO CONFIRM		
3.5.16	Associated rigid piping along with high pressure fittings & pipe clamps suitable for 150° C & design pressure.	VENDOR TO CONFIRM		
3.5.17	Lead through connections suitable for operating pressure & 150° C temperature.	VENDOR TO CONFIRM		
3.5.18	Requisite no. of flexible hoses,corrugated/stainless steel braided suitable for operating pressure & 150° C temperature	VENDOR TO CONFIRM		
3.5.19	Requisite no. of quick disconnect couplings (QDC) leak free during breaking & making contact suitable for operating pressure & 150° C temperature	VENDOR TO CONFIRM		
3.5.20	Load probe/ recorder -The load curve for each individual coil/ jack plate shall be recorded & controlled during the entire drying process. The recorder shall be scannable type for each individual coil. The controller shall be separate for each jack plate.	VENDOR TO CONFIRM		
3.5.21	Control pressure gauges : Individual gauges for each jack plate.	VENDOR TO CONFIRM		
3.5.22	Equal movement of all the hydraulic cylinders is to be ensured.	VENDOR TO CONFIRM		
3.5.23	Type of hydraulic oil and its quantity to be specified.	VENDOR TO CONFIRM		
3.5.24	Oil level indicator to be provided in the oil tank.	VENDOR TO CONFIRM		
3.6 Control of the press - By PLC of Siemens / Allen Bradely make with suitable MMI screen & SCADA package		VENDOR TO CONFIRM		
3.6.1	Provision for the following shall be given :	VENDOR TO CONFIRM		
3.6.2	Automatic development of set pressure in the system.	VENDOR TO CONFIRM		
3.6.3	Automatic set pressure maintenance during the duty cycle.	VENDOR TO CONFIRM		
3.6.4	Automatic over-pressure protection. A suitable PRV is to be provided for keeping the max system pressure under check.	VENDOR TO CONFIRM		
3.6.5	Automatic pressure drop compensation.	VENDOR TO CONFIRM		
3.6.6	Automatic hose burst monitoring & stopping the operation of system as safety measure.	VENDOR TO CONFIRM		
3.6.7	Automatic control of set time for pressure development in the system as required.	VENDOR TO CONFIRM		
3.6.8	Oil level monitoring.	VENDOR TO CONFIRM		
3.6.9	Actual load (in tonnes) on the job should always be displayed .	VENDOR TO CONFIRM		
3.6.10	One manually operated Release valve shall be provided to release pressure. The pressure shall be released by operating a valve at the end of the process.The system shall ensure good quality of coil.	VENDOR TO CONFIRM		
3.6.11	Operation of the iso-static pressing arrangement (Work Description).	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
3.6.12	The transformer coil (weight between 5-30 Tons) shall be first put in between the top & bottom clamping plates outside the VPD plant at room temperature. Aluminium/wooden blocks shall be used all around the coil at the bottom & top sides for proper gripping of the coil .The bottom plate with hydraulic cylinders in the Central Rod shall be operated using partial pressure just sufficient to properly hold the Al/wooden blocks against the coil & clamping plates. Now the entire assy. shall be taken inside the VPD plant & further connections to cylinder shall be made from inside provided (suitable hoses to withstand 150 Deg Centigrade) connections. There shall be Three connections for connecting the Iso-static press inside the VPD. The heaters of VPD plant & iso-static pressing system shall be put in operation. During the drying process, the windings will tend to shrink in height. Windings being under continuous pressure, shall get compressed at constant pressure.The operation shall continue for 72 hrs.	VENDOR TO CONFIRM		
4.0	EVAPORATOR :			
4.1	Heating Capacity : 450 KW (min.) with backup calculation or any higher Suitable capacity to be provided to complete the process of transformer/reactor in 120 ± 10 hrs. (15 Tons of insulation).	VENDOR TO SPECIFY		
4.2	The evaporator should be equipped with automatic control system.	VENDOR TO CONFIRM		
4.3	It should be designed to occupy minimum floor/wall space.	VENDOR TO CONFIRM		
4.4	All safety controls & devices shall be provided with the evaporator.	VENDOR TO CONFIRM		
4.5	It should be automatically controlled with PLC / Computer aided process system to optimise the process.	VENDOR TO CONFIRM		
4.6	Required quantity of heat conveyor solvent to BHEL specification no. TRE-207 to be supplied by the vendor to startup during commissioning of VPD plant.	VENDOR TO CONFIRM & SPECIFY		
5.0	Heating Circuit and temperature regulation for evaporator - The solvent is circulated via filter system through evaporator. An optimal solvent / vapour distribution in the autoclave and thus homogenous heating up of the drying transformer and its parts etc. by condensation under the given temperature and pressure conditions should take place.	VENDOR TO CONFIRM		
5.1	Suitable nos. of valves and accessories for solvent, vapour and vacuum piping shall be provided by vendor.	VENDOR TO CONFIRM		
5.2	The gas mixture containing solvent and water as well as leakage air is pumped into the vapor return line to the main condenser where water and solvent recondensate to minimise waste with optimum output.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
6.0	Main Condenser (Mixed Vapour): welded in construction made of steel, complete with all pipe work and accessories made of noncorrosive material for water cooling. The water and solvent will recondensate in the tank and are separated by the difference of density.	VENDOR TO CONFIRM		
6.1	Condensation capacity (with backup calculation).	VENDOR TO SPECIFY		
6.2	Set of valves and accessories for condensate piping.	VENDOR TO SPECIFY		
6.3	Condensate collecting tank - In welded construction made of stainless steel, vacuum tight, with all required accessories.	VENDOR TO CONFIRM		
6.4	Total Capacity of condensate tank -	VENDOR TO SPECIFY		
6.5	Water drainage pump for collecting tank.	VENDOR TO CONFIRM		
6.6	Waste Water Tank - capacity of tank -	VENDOR TO SPECIFY		
6.7	Operating temperature --- Ambient -- 5 to 50 degree celsius	VENDOR TO CONFIRM		
6.8	Operating pressure -- Atmospheric Pressure	VENDOR TO CONFIRM		
7.0	Storage Tank :			
7.1	Solvent Storage Tank - Made of sheet steel	VENDOR TO CONFIRM		
7.1.1	Total capacity	VENDOR TO SPECIFY		
7.1.2	Operating pressure ----- Atmospheric Pressure	VENDOR TO CONFIRM		
7.1.3	Operating temperature ---- Ambient ---- 5 to 50 degree celsius	VENDOR TO CONFIRM		
7.1.4	Solvent transfer pump to transfer solvent from Barrel / drum to solvent storage tank with required pipe lines & control valves etc.	VENDOR TO CONFIRM		
7.1.5	Solvent Feeding Plant - Comprising of condensate pump (2 Nos.; one running and another for backup), complete with dry running protection and temperature sensor and level sensor (Automatic).	VENDOR TO CONFIRM		
7.1.6	Condensate fine filter - For filtration of the solvent returning to the evaporator, the filter is equipped with disposable filter cartridge and magnetic core of suitable capacity. Replacement of disposal filter cartridge within gaurantee period of VPD plant (i.e. 24 months) shall be responsibility of vendor.	VENDOR TO CONFIRM		
7.1.7	Filter sieve size - 10 micron / suitable.	VENDOR TO CONFIRM		
7.1.8	Solvent Flow meter to be supplied.	VENDOR TO CONFIRM		
7.1.9	Coarse Filter - For filtration of the solvent flowing back to the solvent feeding pump. Replacement of disposal filter cartridge within gaurantee period of VPD plant (i.e. 24 months) shall be responsibility of vendor.	VENDOR TO CONFIRM		
7.2	Waste Oil Tank - In welded construction made of sheet steel.	VENDOR TO CONFIRM		
7.2.1	Capacity :	VENDOR TO SPECIFY		
7.2.2	Operating Pressure -- Atmospheric Pressure	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
8.0	Distillation System: Distillation system shall be provided to work in parallel during the Vapour Phase drying process.	VENDOR TO CONFIRM		
9.0	Electrical Control System Comprising:- Floor mounted cabinet wired and ready for connection including potential free contacts for connection of alarm systems. Additional suggestion:- Every panel shall have cooling system/	VENDOR TO CONFIRM		
9.1	PC with video terminal for SCADA operation, visualisation & process data backup :- Details to be furnished. Desktop PC with keyboard & mouse to be provided saperately with latest generation of core processor and min. 1 TB hard disk capacity. Suggested:- Two nos. PC shall be provided with exactly same configuration. Processor:- i7 or higher, RAM:- 8 GB or higher, hard disk:- 1 TB SSD (minimum). with two nos. monitor of minimum screen size :- 21 inch. Original window with license (Window 10 or higher). Suitable software with license for operating of SCADA and PLC program (during run and diagnosis purpose). Procedure for taking of backup and restoring it to be provided. All the original software shall be provided in a speperate hard disk (SSD) of minimum sizw of 128 GB. Complete backup of operating & system software should be provided additionally in harddisk / USB. 10 years future support for any hardware / software upgrade should be provided. Licensed software of O.S. & PLC / HMI / SCADA is to be provided. Programming software & communication cable (as required) for troubleshoooting of PLC /SCADA through laptop is to be provided. Uploadable / downable backup software to be provided (PLC / SCADA software)	VENDOR TO CONFIRM & FURNISH DETAILS		
9.2	Colour Laser printer (A4 size) for printing of Trend Graphs & messages (HP make).	VENDOR TO CONFIRM		
10.0	Pneumatic Switch Panel - For Wall Installation Comprising;	VENDOR TO CONFIRM		
10.1	Pressure reduction regulator.	VENDOR TO CONFIRM		
10.2	Pneumatic control elements.	VENDOR TO CONFIRM		
10.3	Pneumatic switch panel should be such that all valves to be operated by separate / individual lines	VENDOR TO CONFIRM		
10.4	Compressed air point with manual ON / OFF valve & flexible pipe of suitable length for work piece cleaning, FRL, automatic drain trap valve condensate receiver for pneumatic system & suitable air compressor to give 8 bar pressure to operate machine. Compressor shall be supplied by the vendor with suitable capacity of dessicant type air drier system. Dry Air system comprises with Air compressor of suitable capacity with refrigeration type air cooling unit, dessicant type dryer and dry air storage tank to meet the dewpoint requirement during the aeration. Aeration of autoclave shall be completed within a hour / earlierst.	VENDOR TO CONFIRM & SPECIFY		
11.0	ACCESSORIES FOR AUTOCLAVE :-			
11.1	Door gasket.	VENDOR TO SPECIFY		
11.2	Suspension/Mounting system for the evaporator.	VENDOR TO SPECIFY		
11.3	Electrical driving system including limit switch.	VENDOR TO SPECIFY		
11.4	Complete hydraulic unit for door clamping etc of reputed make.	VENDOR TO SPECIFY		
11.5	Ventilator for door heating, complete with motor.	VENDOR TO SPECIFY		
11.6	Bellovs including flanges for connection of door heating .	VENDOR TO SPECIFY		
11.7	Foundation - Switch cabinet for the autoclave door operation.	VENDOR TO SPECIFY		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
12.0	Heating circuit and temperature regulation for autoclave :-			
12.1	A suitable central electrical heating plant & temperature regulation for autoclave and evaporator shall be provided. Heating media shall be thermal oil.	VENDOR TO CONFIRM		
12.2	The electrical heating plant shall have an electrical heat exchanger complete with tubular heaters for heating the thermal oil, including all required accessories & safety interlock etc. The heaters should be equally distributed in three banks.	VENDOR TO CONFIRM		
12.3	Suitable motorised arrangement shall be provided to fill thermal oil from ground floor by the plant operator.	VENDOR TO CONFIRM		
12.4	A standby thermal oil transfer pump of suitable capacity shall be provided in the oil heating system.	VENDOR TO CONFIRM		
12.5	An oil conservator tank of suitable capacity shall be provided at suitable height in the oil circulating system.	VENDOR TO CONFIRM		
12.6	Suitable expansion vessel of steel sheet welded and vacuum tight construction shall be provided with set of fittings in the oil heating system: if required.	VENDOR TO CONFIRM		
13.0	VACUUM PUMPING SYSTEM:			
13.1	Main/Base Vacuum pump Complete with gas ballast and motor. Suitable nos.	VENDOR TO CONFIRM & SPECIFY		
13.1.1	Suction capacity of main/ base pump - 2000 m3/hr (Min.) / suitable.	VENDOR TO SPECIFY		
13.1.2	There should be an oil level sensor, temperature sensor to be provided with each pump and quantitative values of these parameters to be indicated on screen during process.	VENDOR TO CONFIRM		
13.1.3	Suitable interlocks to be provided to prevent running of vacuum pumps without oil and if temperature inside pump exceed certain prespecified value limit	VENDOR TO CONFIRM & SPECIFY		
13.2	Booster Pumps - Complete with flanged motor - Suitable nos.	VENDOR TO CONFIRM & SPECIFY		
13.2.1	Suction capacity of Booster pumps - 12000 m3/hr (Min.) / suitable/ Two stage- Pre. Booster and Intermediate booster (Total Suction -12000) @50 Hz.	VENDOR TO SPECIFY		
14.0	Intermediate Condenser - Water cooled, in welded construction with automatic draining system.	VENDOR TO CONFIRM		
15.0	Exhaust Separator - Water cooled with water measuring device and drainage pump.	VENDOR TO CONFIRM		
16.0	Measuring Instruments & Accessories : All required instrument should be calibrated through OEM or NABL certified agencies.	VENDOR TO CONFIRM		
16.1	Vacuum Gauge : 2 nos. (additional 2 nos) for measuring vacuum of autoclave.	VENDOR TO CONFIRM		
16.2	Electronic vacuum measuring probe: All required vacuum sensors, RTD and gauges shall be calibrated.	VENDOR TO SPECIFY		
16.3	Digital Recording & Monitoring System for measuring the condensate water rate to be provided by the supplier (water extraction quantity in each phase and total extraction amount can be recorded on time and displayed on computer screen).	VENDOR TO CONFIRM & FURNISH DETAILS		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
16.4	Digital Recording & Monitoring System for measuring the vacuum & temperature: For monitoring & recording of vacuum & temperature is to be provided.	VENDOR TO CONFIRM		
16.5	Suitable nos. of point shall be provided along with instrument at suitable location to measure the vacuum level of vacuum pumping system after isolating the autoclave. The details measured data / vacuum level shall be displayed on computer through SCADA system.	VENDOR TO CONFIRM		
16.5	There should be an arrangement to measure vacuum level with valve only in autoclave by isolating vacuum pumping system and the value of vacuum level to be displayed on screen for leak rate measurement test.	VENDOR TO CONFIRM		
16.6	Electronic fine water measuring system for condensate collecting tank - With this feature the amount of water extracted in each IPR (Intermediate Pressure Reduction) is measured accurately and further process steps are planned for better drying results in shorter time.	VENDOR TO CONFIRM		
16.7	Electronic System for determination and display for the total amount of water extracted - This system shall display the total amount of water extracted accurately from transformer during the entire process.	VENDOR TO CONFIRM		
16.8	Inline Water Extraction Measuring (in gm/hT) Device/system - The instrument helps in determining the end of drying process by measuring the pumped off humidity coming from the insulation of the transformer during the fine vacuum phase. Display of water rate at different vacuum level during Fine vacuum phase should be displayed on screen and shall be suitable to measure values less than 5 gm/hr/ton. The rate of extraction shall also be recorded on the Final Process graph which is derived at the end of the VPD Process.	VENDOR TO CONFIRM		
16.9	Suitable measuring device shall be provided to indicate the details parameters of condensate water (i.e. condensate water rate/ hour, total water quantity etc.) in graphical form along with digital display.	VENDOR TO CONFIRM		
16.10	Suitable arrangement shall be provided to by-pass fine filter with automatic switch over - When large amount of impurities are washed out during process, it is required to have a parallel fine filter. When certain degree of fine filter is contaminated, the system switches automatically to the parallel filter. This will enable to change the clogged filter insert without interrupting the drying process. There should be an alarm to indicate choking of filter on screen.	VENDOR TO CONFIRM		
17.0	Process control & Control panel : SCADA required for VPD & Conventional Process seperately.	VENDOR TO CONFIRM		
17.1	Computer aided process optimization - The plant shall be equipped with the system control software for continuous controlling, monitoring, visualising & observing the operation of vapour phase drying plant. It shall monitor all process relevant data depending on the actual achieved values and allows the automatic selection of the optimal parameters for on going drying process . The system should be such that operator sets only general condition and extended system carries out unattended operation of the plant during the whole drying process.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
17.2	Control panel : A frame mounted sheet metal control panel with powder coating to be provided complete with MCCB for incoming Power Supply. For operation, all contactors, relays, starters, timer, single phasing preventer, MCCB & HRC fuses, step down transformer for control voltage etc. The front side of the panel should be provided with temp. & vacuum measuring recorder, digital, temp. & vacuum indicator, emergency stop switch, suitable switches for semi-automatic / manual and inching operation for different process system e.g. for Vacuum, Heating etc, indicating lamps for Power Supply, Status monitoring and fault enunciation with alarm etc, with desired inter locks and electrical safety provisions, indication and operation of all electro-pneumatic/electrical valves. All motor drives should be housed in a single suite panel. All wiring should be properly ferruled and front connected. Drive make : Siemens/ABB/Schlieder/Allen Bradely. Individual drive shall be protected by suitable semiconductor fuses & circuit breakers / line contactors etc.	VENDOR TO CONFIRM & SPECIFY MAKE		
17.3	Process Control - The control system to give most suitable process depending upon input condition. The operator will select the process accordingly. This shall be advance software which ensures that all process phases are started and carried out automatically; especially, the duration of heating up phase will be adjusted according to the water extraction measured during intermediate pressure lowering phases. The aeration at the end of the process shall be done manually through Air dryer system provided by the vendor. The system shall be capable of producing dry air with dew point better then -50 degree celsius. On-line dew point indicator is to be provided. The capacity of the system to be selected for Vacuum breaking maximum in 1-1.5 hrs.	VENDOR TO CONFIRM		
17.4	Complete process shall be automatically run with the SCADA software (only SCADA software) All process parameters & visualisation of the process shall be displayed on a PC / Panel PC as mentioned in Cl. 2.7).	VENDOR TO CONFIRM & SPECIFY		
17.5	Semi automatic / manual selection of the process shall be incorporated.	VENDOR TO CONFIRM		
17.6	Facility for remote monitoring & fault diagnostics through ethernet / modem is to be provided. Ethernet connection will be preferred . With the help of modem or network connection, the operator of plant shall be assisted directly and problem can be analysed. All the status of input and out put flags, actual measuring values, parameters, program status are read. It should also be possible to change parameters and update the software by OEM, if required.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
17.7	A standby control system completely loaded with all the software for process parameters visualisation shall be provided.	VENDOR TO CONFIRM		
17.8	The plant operation shall be fully automatic & shall be controlled by a PLC based control system.	VENDOR TO CONFIRM		
17.9	The plant shall be equipped with security system that automatically switches to a safe condition in critical situation.	VENDOR TO CONFIRM		
17.10	Process operation with Human Machine Interface shall include visualisation of actual status, Data monitoring & error manager.	VENDOR TO CONFIRM		
17.11	Data logging & saving on hard disk to be provided.	VENDOR TO CONFIRM		
17.12	Provision shall be done for printing of data & graphs of recorded values. Provision shall be made for accessing the data of process parameters and its graphical representation through internet access by pass word. Laser jet Printer to be provided for the same.	VENDOR TO CONFIRM		
17.13	The system should be provided with on-line fault digonostic to know the exact fault in case of any breakdown / fault during the process.	VENDOR TO CONFIRM		
17.14	Modem - With the help of modem or network connection, the operator of plant shall be assisted directly and problem can be analysed. All the status of input and out put flags, actual measuring values, parameters, program status are read. It should also be possible to change parameters and update the software.	VENDOR TO CONFIRM		
17.15	In order to reduce the heating and cooling energy requirement, a heat recuperator to be installed.	VENDOR TO CONFIRM		
18.0	Water Chilling Plant :			
18.1	Suitable capacity Water Chilling Plant is required for cooling of vapour condensers of Vapour Phase Plant & water jacket cooling of Vacuum Pumping System.	VENDOR TO CONFIRM		
18.2	Following accessories will be part of the Plant: Chilled-water Tank, Primary & Secondary Pumping system, Pipes, Valves, Mixing Tank, PLC, etc. integrated with VPD plant.	VENDOR TO CONFIRM		
18.3	Configuration & Capacity of Package-type Water Chiller: 3 nos. each of minimum cooling capacity of minimum 12 TR or higher suitable capacity connected in parallel so that any point of time any 2 nos. will be in operation & automatically switches to standby ensuring equal-run time of all the Chillers.	VENDOR TO CONFIRM		
18.4	The package type chilled water unit must have multiple independent circuits with individual hermetically sealed compressors with inbuilt internal thermal protector & internal pressure relief valve. The crankcase heater must be operated as required by chiller PLC controller.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
18.5	The PLC should automatically switch on & off an individual compressor to work at part load to ensure energy efficiency of chilling unit and during any breakdown give fault diagnosis & alarm indication by hooter & blinking light at the top of the chiller. This PLC should also calculate & ensure equal running time for all compressors.	VENDOR TO CONFIRM		
18.6	The chilling plant shall consist of Hermetically-sealed Compressors, Air-cooled Condensers, Automatic Independent PLC based Control, Primary Chilled Water Pumps of suitable capacity to cater for the need of complete VPD plant.	VENDOR TO CONFIRM & FURNIS DETAILS		
18.7	A direct expansion valve should be provided to efficiently monitor expansion of refrigerant gas in liquid chiller of shell & tube type. The refrigerant lines must be of hard copper tubes with all refrigeration accessories like hand shut-off valves with charging port, hygroscopic sight glass, solenoid valve, antifreeze thermostat & heater (operating during winter), moisture indicator, filter-drier, etc.	VENDOR TO CONFIRM		
18.8	The shell of the cooler must be rolled from steel plate & tested at 600psi. A number of baffles must be provided on the shell side for zig-zag flow of secondary fluid (water) for better efficient heat transfer. Internally grooved high quality seamless copper tubes, individually replaceable & are expanded into the tube sheets for leak-proof joints must be used. The hydraulic water circuit with suction & discharge pipe outlet from the cooler must be interlocked with antifreeze thermostat. The chiller with pipes within the package unit must be insulated with 50 mm thick expandable PUF/ nitrile foam. This whole unit must be mounted on shaped, strong, rigid galvanized steel chassis and painted with epoxy polyurethane paint.	VENDOR TO CONFIRM		
18.9	The condenser must be of an air-cooled type & use ambient air to condense the refrigerant. The condenser coils must be made of seamless copper tubes, internally grooved type, arranged in staggered rows & are mechanically expanded into hydrophilic super slit aluminium fins to give superior heat transfer efficiency. Dynamically & statically balanced helicoids fans, direct drive must be installed at the top of the unit. The fan-motor for condenser must be in water-tight enclosure with mechanical protection IP-54. The fan guards & coil guards should be made of heavy gauge steel which are electro-galvanized & epoxy painted.	VENDOR TO CONFIRM		
18.10	The control centre of the package chiller must be complete from the stand-point of major operating & safety controls in double door constructed control panel as per IP-65. The gauges with valves & PLC controller mounted on the inside door must be clearly visible through a glass window on the front door panel. The control panel must be pre-assembled, factory-wired & cushion-mounted on the unit for utmost reliability & long life. The steel control center with locked door must contain the MCCB of Siemens make, 3-position (on-off-pumpdown) selector switch high & low pressure cut-outs, oil safety switch, Single Phase Preventer (SPP), interlock Contactors & Over Load Protector (OLP), for protection of all the motors, Voltmeter & Ammeter. For electrical connections glands & lugs should be used and all wires should be provided with numbering ferrules, as per prior approved control wiring drawings by BHEL.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
18.11	The system shall be complete with chilled water pipelines, circulating pumps with stand-by arrangement, valves, NRVs, filters, chilled water storage tank, safety interlocks, etc.	VENDOR TO CONFIRM		
18.12	Water storage tank must be of SS-304 of sufficient capacity (sheet thickness 4 mm & max. height to be limited to 10 mtr.) in the scope of the bidder, which should rely on the buoyancy of warmer return chilled water, which is lighter than colder chilled water, to separate these chilled water during charging & discharging. Diffusers must be used to lower entering & leaving water velocity to prevent mixing. In the stratified tank, colder stored chilled water should be charged from the bottom diffusers arranged concentrically. It should also be discharged from the same bottom diffusers. The warmer return chilled water should be introduced to & withdrawn from the tank through the top lateral diffusers.	VENDOR TO CONFIRM		
18.13	The storage tank must have automatic air vent (if required), water filling hole with automatic valve & draining hole at the bottom level with valve to periodically drain water completely.	VENDOR TO CONFIRM		
18.14	The external surface of the storage tank should be insulated with TF quality 50 mm thick thermocol sheet with wire-mesh & sand-cement plaster.	VENDOR TO CONFIRM		
18.15	Additional mixing storage tank is to be given to mix chilled-water with normal makeup-water by 3-way mixing valve with adjustable temp. setting to achieve temp. at a range of 22°C - 26°C	VENDOR TO CONFIRM		
18.16	Chilled water mono-block pump motor of 100 GPM flow & 12 mtr. Head with stand-by arrangement.	VENDOR TO CONFIRM		
18.17	Chilled water pipeline MS 'C' class.	VENDOR TO CONFIRM		
18.18	All wires & cables should be of reputed make with ISI mark. Bidders must furnish the makes in their technical bid, for prior approval of BHEL	VENDOR TO CONFIRM		
19.0	Equipment for oil filling of a transformer independent of Vacuum Drying process - For the impregnation of active parts, the oil inlet is via a flexible hose which is connected at the housing of the transformer comprising .	VENDOR TO CONFIRM		
	1 - Preliminary oil filling valve: 2 nos.	VENDOR TO CONFIRM		
	2 - Main oil valve: 2 nos.	VENDOR TO CONFIRM		
	3 - Flexible hose: 2 nos.	VENDOR TO CONFIRM		
	4 - Oil Level Sensor: 2 nos.	VENDOR TO CONFIRM		
	5 - Max. Oil Level Sensor: 2 nos.	VENDOR TO CONFIRM		
	6- suitable system/mechanism/pump should be provided so that all the solvent trickles out of the oil filling system.	VENDOR TO CONFIRM		
	7. The VPD shall be connected to the nearest available oil filling/draining line with elamatic/automatic valves integrated with fixed line suitable pumps operated through VPD	VENDOR TO CONFIRM		
20.0	ELECTRICAL SYSTEM :-			
20.1	415V +/- 10% , 50 HZ +/- 3%, 3 phase AC (3 wire system without neutral) Power Supply Source will be provided by BHEL at a single point near the machine as per layout recommended by VENDOR . All step down transformers, rectifiers & regulators shall also be supplied by the vendor. All types of cables, connections, circuit breakers etc. required for connecting BHEL's power supply point to different parts of the machine /control cabinets, shall be the responsibility of VENDOR. Requirement of grounding /earthing with required material details is to be informed by VENDOR well in advance so that same could be incorporated during construction of foundation.	VENDOR TO CONFIRM		
20.2	Tropicalisation: All electrical / electronic equipment shall be tropicalized.	VENDOR TO CONFIRM		
20.3	All electrical & electronic control cabinets & panels should be dust and vermin proof fitted with suitable panel air conditiones.	VENDOR TO CONFIRM		
20.4	All electrical components in the cabinets should be mounted on DIN Rail.	VENDOR TO CONFIRM		
20.5	Motors shall conform to IEC or Indian standards.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
20.6	VENDOR should ensure the proper earthing for the VPD plant and its peripherals.	VENDOR TO CONFIRM		
20.7	All electrical equipments shall be suitably protected by HRC fuses/ MCBs/ Overload relays & single phase preventives.	VENDOR TO CONFIRM		
21.0	SAFETY ARRANGEMENTS:			
	Following safety features in addition to other standard safety features should be provided on the vacuum drying plant.			
21.1	VPD Plant should have adequate and reliable safety interlocks / devices to avoid damage to the workpiece and the operator due to the malfunctioning or mistakes. VPD Plant functions should be continuously monitored and alarm / warning indication through lights / alarm number with message (on panels) should be available.	VENDOR TO CONFIRM		
21.2	A detailed list of all alarm / indications provided on VPD Plant should be submitted by the supplier with the offer.	VENDOR TO FURNISH		
21.3	All the pipes, cables etc. on the VPD Plant should be well supported and protected.	VENDOR TO CONFIRM		
21.4	All the rotating parts used on VPD Plant should be statically & dynamically balanced to avoid undue vibrations.	VENDOR TO CONFIRM		
21.5	Emergency switches at suitable locations as per International Norms are to be provided.	VENDOR TO CONFIRM		
21.6	Oil & water pipe lines should not run with electrical cable in the same tray / trench.	VENDOR TO CONFIRM		
22.0	ENVIRONMENTAL PERFORMANCE OF THE VACUUM DRYING PLANT:			
	The VPD Plant shall conform to the following factors related to environment:			
	(a) Maximum noise level shall be 85 dB at normal load condition, 1mtr. away from the VPD Plant with correction factor for back ground noise, if necessary. This will be measured as per international standards like DIN 45635-16. Supplier to demonstrate compliance to noise level, if so required.	VENDOR TO CONFIRM		
	(b) There shall not be any emission from the VPD plant.	VENDOR TO CONFIRM		
	(c) If any safety / environmental protection enclosure is required, it should be built in the plant by the VENDOR.	VENDOR TO SPECIFY		
23.0	DOCUMENTATION:			
23.1	Four sets of following documents (Hard copies) in English language should be supplied along with the vapour phase drying plant. Soft copy (in CD) of the complete system back up is to be provided.			
23.1.1	Operating manuals of VPD & PLC System Drives. Complete PLC program. Configuration parameter of drives and other instruments.	VENDOR TO CONFIRM		
23.1.2	Programming Manuals of VPD & PLC System. Hard & soft copy of PLC ladder (with description) & PLC MMI programming software (uploadable and downloadable) along with communication cable.	VENDOR TO CONFIRM		
23.1.3	Detailed Maintenance manual of VPD with all drawings of VPD assemblies/ sub- assemblies/ parts including Electrical / Pneumatic / Coolant/ Hydraulic circuit diagrams. All Assembly / sub assembly Drawings shall be supplied with the part list also.	VENDOR TO CONFIRM		
23.1.4	Maintenance, Interface & commissioning manuals.	VENDOR TO CONFIRM		
23.1.5	Manufacturing drawings for all supplied sub assemblies.	VENDOR TO CONFIRM		
23.1.6	Catalogues, O & M Manuals of all bought out items including drawings, wherever applicable.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
23.1.7	Detailed Specification of all rubber items and hydraulic / lube fittings.	VENDOR TO CONFIRM		
23.1.8	Operating manuals, Maintenance Manuals (with detail circuit diagram and electronics) & Catalogues for supplied items & Measuring System, Voltage Stabilizer, Isolation Transformer vacuum pump and all supplied Accessories.	VENDOR TO CONFIRM		
23.1.9	Soft copy of O & M Manual alongwith drawings to be provided.	VENDOR TO CONFIRM		
23.1.10	Calibration certificates (from OEM or NABL authorized agencies) of all instruments and gauges shall be provided.	VENDOR TO CONFIRM		
23.1.11	Test certificates of motors and pumps issued form OEM shall be provided.	VENDOR TO CONFIRM		
23.2	Documents to be submitted along with technical offer :			
23.2.1	Genral arrangement diagram.	VENDOR TO FURNISH		
23.2.2	Process flow diagram.	VENDOR TO FURNISH		
23.2.3	Piping and instrumentation diagram.	VENDOR TO FURNISH		
24.0	TRAINING: BHEL Persons should be trained by Supplier in the area of :-	VENDOR TO CONFIRM		
24.1	Operation, Electrical & Electronic maintenance for VPD Plant & other supplied equipments.	VENDOR TO CONFIRM		
25.0	FOUNDATION:			
	VENDOR shall submit the preliminary layout drawing for getting BHEL's approval within one month from the date of Letter of Intent (LOI) / P.O. Foundation work will be executed by BHEL. However, detailed foundation drawing with reinforcement details, grade of concrete needs to be given by vendor within 4 weeks from the date of approval of lay-out drawing. All fixators, insert plates, supports & brackets rail shall be supplied by the vendor.	VENDOR TO CONFIRM		
26.0	ERECTION & COMMISSIONING :			
26.1	Supplier to take full responsibility for carrying out the erection & commissioning, start up, testing of VPD plant, its control system & all types of other supplied equipment vacuum drying test eqpt. etc. Service requirement like power air & water shall be provided by BHEL at only one point (to be indicated by supplier in their foundation / layout drawings). Other requirements like manpower, crane, trolley shall be arranged by the vendor. Details of the requirements should be informed by VENDOR in advance (one month prior to the scheduled date of start of erection activities).	VENDOR TO CONFIRM		
26.2	Successful proving of BHEL components by the supplier shall be considered as part of commissioning. All tests, as mentioned at clause 29.3 (VPD Acceptance) shall form the part of commissioning activity.	VENDOR TO CONFIRM		
26.3	Tools, Tackles, Test Material, Instruments and other necessary equipment including Laser Equipment, if any, required to carry out all above activities should be brought by the supplier on returnable basis.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
26.4	Commissioning spares, required for commissioning of the VPD within stipulated time, shall be brought by the supplier.	VENDOR TO CONFIRM		
26.5	All Cover Plates, Platforms(Grill Type), Railing etc.required for the VPD and its peripherals if any, shall be supplied and installed by the vendor .	VENDOR TO CONFIRM		
26.6	Portion, if any, of the VPD accessories and other supplied items where paint has rubbed off or peeled off during transit or erection, should be repainted and merged with the original surrounding paint by the VENDOR. For this purpose, the VENDOR should supply sufficient quantity of touch-up paint of various colours of paints used.	VENDOR TO CONFIRM		
26.7	Schedule of Erection and Commissioning shall be submitted with the offer.	VENDOR TO CONFIRM		
26.8	Schedule, terms & conditions for E & C should be furnished in details separately by VENDOR along with offer.	VENDOR TO SPECIFY		
27.0	ACCURACY TESTS: Complete prove out of components shall be done by VENDOR at BHEL works for dimensional checks, vacuum level, leak rate (para 2.2.7, 2.2.8 & 2.2.9), operating temperature & process parameters (para 1.0). Job for the prove-out components shall be provided by BHEL. VENDOR shall be fully responsible for prove out of components as per BHEL standards, including cycle time of a typical transformer.	VENDOR TO CONFIRM		
28.0	AMBIENT CONDITIONS & THERMAL STABILITY:			
28.1	Total VPD including PLC based systems and all supplied items should work trouble free and efficiently under following operating conditions and should give specified accuracies. POWER SUPPLY : Voltage :- 415 V -10%, +10% . Frequency - 50 Hz +1.5Hz , -1.5Hz No. of phases - 3 , no neutral Ambient Conditions - Temperature = 5 to 50 degree celsius , Relative Humidity : 95 %	VENDOR TO CONFIRM		
28.2	Weather conditions are tropical, Atmosphere may be dust laden during some part of the year. VPD shall be kept in the normal shop floor conditions. Max. temperature variation is up to 25 deg Celsius in 24 hours.	VENDOR TO CONFIRM		
28.3	Thermal Stability of the complete VPD keeping in view specified Ambient Conditions and accuracy requirements of BHEL components and trouble free operation of the VPD should be ensured by VENDOR.	VENDOR TO CONFIRM		
28.4	The VPD including attachments and accessories, should be suitable for 24 hrs continuous operation to its full capacity for 24 hours a day and 7 days a week throughout till the end of VPD processing.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
29.0	PROVE-OUT OF BHEL COMPONENTS :			
29.1	Complete prove-out shall be done by VENDOR at BHEL works as per (para 3.0, 4.0 and 27.0). Transformer/s for the proveout shall be provided by BHEL. VENDOR shall be fully responsible for proveout of components as per drawing and other requirements specified by BHEL to the full satisfaction of BHEL.	VENDOR TO CONFIRM		
29.2	VENDOR shall be responsible for any deviation /rejection in proveout component due to wrong process or malfunctioning of the VPD Plant during proveout OF VPD Plant.	VENDOR TO CONFIRM		
	Clarifications, if any required by VENDOR, regarding accuracy requirements of the proveout, whether specified or not, should be discussed and cleared by VENDOR during initial technical discussions.	VENDOR TO CONFIRM		
29.3	VPD ACCEPTANCE : (Tests / Activities To be Performed by VENDOR)			
29.3.1	Tests / Activities to be carried out at supplier's works in presence of BHEL Representative on the VPD plant before despatch :	VENDOR TO CONFIRM		
29.3.2	Inspection of components, assemblies & sub assemblies with test certificates of OEM.	VENDOR TO CONFIRM		
29.3.3	Demonstration of all features of the VPD plant, PLC system and all Accessories.	VENDOR TO CONFIRM		
29.3.4	Tests to be carried out at BHEL Works while commissioning the VPD:			
29.3.5	Accuracy Tests as per para (27.0)/BHEL process specifications.	VENDOR TO CONFIRM		
29.3.6	Full load test to demonstrate the maximum power capacity of the VPD	VENDOR TO CONFIRM		
29.3.7	The VPD Plant should be tested for continuous running of 24x7 Hrs. If any break down occurs during this tests, the test should be repeated for 24x7 Hrs from that time.	VENDOR TO CONFIRM		
29.3.8	Demonstration of all features of the VPD Plant, PLC system and all Accessories to the satisfaction of BHEL for their efficient and effective use.	VENDOR TO CONFIRM		
29.3.9	Demostrations by actual use of all supplied attachments and accessories to their full capacity.	VENDOR TO CONFIRM		
29.3.10	All safety interlocks will be demonstrated by the vendor before handing over (as per cl. 21.0)	VENDOR TO CONFIRM		
29.3.11	Prove-out: Minimum three loading cycles trials will be taken as per BHEL process specifications.	VENDOR TO CONFIRM		
29.3.12	Two weeks supervision of independent operation of VPD Plant by BHEL after proveout.	VENDOR TO CONFIRM		
29.3.13	Training of BHEL operators in operation of complete equipment & accessories etc by the supplier 's experts / engineers during their stay at BHEL works.	VENDOR TO CONFIRM		
30.0	GUARANTEE :	VENDOR TO CONFIRM		
	24 months from the date of commissioning of the VPD plant.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
31.0	GENERAL : The VENDOR should submit the following information :	VENDOR TO CONFIRM		
31.1	VPD Plant Model.	VENDOR TO SPECIFY		
31.2	Total connected load (KVA).	VENDOR TO SPECIFY		
31.3	Floor area required (Length, Width, Height) for complete VPD Plant & accessories.	VENDOR TO SPECIFY		
31.4	Painting of VPD Plant / Electrical Panels : Polyurethane paint (Preferably Apple Green).	VENDOR TO SPECIFY		
31.5	Total Weight of the VPD Plant.	VENDOR TO SPECIFY		
31.6	Dimensions & weight of largest part / subassembly / assembly of the VPD Plant.	VENDOR TO SPECIFY		
31.7	If any foreign vendor wants to supply certain components / items from India, the details of such items / components (to be sourced from India) should be submitted alongwith technical offer. Final responsibility for quality & performance of such components / items shall be of principal bidder.	VENDOR TO SPECIFY		
31.8	First fill of heating oil & hydraulic oil to be supplied by vendor.	VENDOR TO FURNISH		
32.0	QUALIFYING CONDITION OF VPD PLANT :			
32.1	Only Original Equipment Manufacturers (OEMs) of VPD or vendors having running collaboration / joint working arrangement with OEM of VPD plant are authorised to quote The OEM of VPD plant, submitting the quotation, shall meet the following requirement: a) Vendor should have manufactured, supplied and commissioned at least one Vapour Phase Drying Plant of autoclave volume 300 cubic-metre (minimum). b) Vendor should have manufactured, supplied and commissioned at least one Vapour Phase Drying Plant with Hydraulically operated Integrated Isostatic Pressing system of capacity 250 tons (Minimum) c) Vendor should have manufactured, supplied and commissioned at least one Vapour Phase Drying Plant with double door construction for loading and unloading of job and had achieved leak rate as per cl. no. 2.2.9 All the three Conditions mentioned above at 32.1 (a),(b),(c) to be fulfilled in either single plant or in more than one plant supplied .	VENDOR TO FURNISH SUPPORTING DOCUMENTS		
32.2	Vendors who do not meet above specified qualifying conditions, may also quote if they have a running Collaboration/ Joint Working Agreement with Foreign OEM of VPD plant (meeting above specified qualifying conditions) for manufacturing of VPD Plant or its parts (such as autoclave) of above specified Capacity (or Higher Capacity), and performance certificate of the order executed by foreign manufacturer will be acceptable. However, Rules for Land Border Countries as per 144 (XI) of GFRs 2017 shall be applicable. In Such cases, Indian Vendors (collaborators) shall have to submit a back to back guarantee from their foreign partner for satisfactory performance of the offered VPD plant or its components in compliance to all the specified tender requirements.	VENDOR TO CONFIRM		

S. NO.	DESCRIPTION FOR BHEL REQUIREMENT	ACTION BY VENDOR	OFFERED	REMARKS
	Further,			
	i) Plant as per clause 32.1(a) should be working satisfactorily for more than one year after commissioning.	VENDOR TO CONFIRM		
	ii) Plant as per clause 32.1 (a) should also be working satisfactorily on the date of issue of Performance Certificate by the Customer (The issuing date of such Performance Certificate should not be more than 2 year old from the tender opening date).	VENDOR TO CONFIRM		
	The following information is to be submitted by the vendor along with technical offer; about the companies where such plants have been supplied. This is required from all the vendors for qualification of their offer.	VENDOR TO CONFIRM		
	1. Un-priced purchase order copy along with proof of supply to meeting the clause 32.1 sub clause (a),(b) and (c) to be submitted along with offer.	VENDOR TO FURNISH		
	2. Performance certificate from the customer (in the name of bidder) regarding satisfactory performance of VPD plant as per clause 32.1(a) is to be provided. Performance certificate should be issued within 2 years from tender opening date.	VENDOR TO FURNISH		
	3. Financial PQC: Vendor should have average turnover of Rs. 600 Lakhs minimum for last 3 consecutive years ending March 2023 and it should be supported as copies of I.T.C annual report (Profit & Loss statement and balance sheet).	VENDOR TO FURNISH		
	4. Being a technology & safety intensive capital item involving Inflammable solvent, whose application has bearing on safety of workmen, no relaxation in PQR condition whatsoever is applicable to MSME / start-up companies. These vendors have to necessarily meet all the PQR conditions for consideration by BHEL - DTC.	VENDOR TO NOTE		
	5. BHEL reserves the right to accept or reject the OEMs based on the assessment of their technical & financial capability. Regarding the Indian Vendors (OEMs) against clause (b) above, BHEL reserves the right to accept or reject both the Indian Vendors (OEMs) & their Foreign Partners on the assessment of their technical & financial capability.	VENDOR TO NOTE		

ACTIVITY SCHEDULE VPD WITH INTEGRATED ISOSTATIC PRESS				
SR.NO.	ACTIVITY	DAYS	CUMULATIVE TIME	CUMULATIVE TIME in Days
1	ISSUE OF Purchase Order/Contract	D1	0	0
2	Submission of CEBG	D2	D1 + 30	30
3	SUB OF FOUNDATION DRAWING BY Supplier	D3	D2 + 29	59
4	Approval of foundation drawing by BHEL	D4	D3 + 15	74
5	Submission of GA drawing by Supplier	D5	D4 + 30	104
6	Approval of GA drawing by BHEL	D6	D5 + 25	129
7	Completion of Civil foundation & other Civil work by BHEL	D7	D4 + 185	314
8	Space and Electric supply for fabrication of Autoclave by BHEL	D8	D6+90	219
10	Supply of <u>Structural Steel Package of VPD</u> latest by Supplier	D9	D6 + 160	289
11	Supply of modules & other material Latest by Supplier	D10	D6+230	359
12	All Utility Supply By BHEL (Electricity, Air, Water Etc...)	D11	D10	359
13	Readiness of VPD for proveout	D12	D11+120	479
14	Availability of 3 Transformers by BHEL for Prove out Trial by Supplier.	D13	D12	479
15	Prove out Trial completion ,Acceptance and Handing over to BHEL by Supplier	D14	D13 + 60	539

Annexure - 'A'

B.H.E.L.'s TERMS AND CONDITIONS FOR FOREIGN BIDDER

		TO BE CONFIRMED BY VENDOR	REMARKS
1.0	All Bank Guarantees shall be strictly as per B.H.E.L.'s formats. No deviation will be accepted.		
2.0	The price should be quoted on (i) CFR/ CIF Mumbai basis in case of break bulk shipment, (ii) CFR/CIF Nhava Sheva Port basis in case of LCL & flat rack container shipment and (iii) CFR/CIF Mandideep basis (Port Code INMDD6) in case of full container load shipment.		
3.0	Payment shall be made through unconfirmed irrevocable letter of credit. Payment of 80% of net CFR value shall be made on dispatch and 20% on issue of E & C certificate. Payment of E & C value shall be made against E & C certificate issued by BHEL. E & C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators, etc., as envisaged in PO. The LC shall be opened by BHEL as per following:		
(i)	Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed LC will be opened for 30% of the payment towards supply, due on shipment, i.e., 24% of the supply value of PO (30% of 80%).		
	Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed LC would be enhanced from 24% to 80% of the supply value of PO.		
	The above LC can be negotiated after the shipment against the submission of Bill of Lading or AWB and such other documents mentioned in the PO. The above LC will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.		
(ii)	15 days prior to the scheduled & confirmed arrival of the technicians of supplier, an irrevocable unconfirmed LC will be opened for a value equal to 20% of the supply value of PO plus 100% of the E & C value of PO. The validity of LC shall be sufficient to cover the period required for the completion of E & C plus 21 days as negotiation period.		

	This LC can be negotiated after (a) completion of E & C of the equipment in BHEL and against E & C Certificate issued by BHEL and (b) submission of Performance Bank Guarantee (PBG), for 10% of total PO value, by supplier in the prescribed format from one of the consortium banks of BHEL. PBG shall be valid for 30 days beyond the warranty period.		
	Alternatively, balance 20% of supply value and 100% of the E & C value can be paid through electronic transfer on receipt of invoice, E & C certificate and PBG.		
3.3	All letter of credit charges inside India to B.H.E.L.'s account and outside India to vendor's account.		
3.4	In case of confirmed letter of credit, confirmation charges shall be borne by the vendor.		
3.5	List of consortium banks of B.H.E.L. is given below: Axis Bank Ltd., Bank of Baroda, Canara Bank, Export-Import Bank of India, HDFC Bank Limited, ICICI Bank Limited, IDBI Bank Limited, Indian Bank, Indian Overseas Bank, IndusInd Bank Limited, IndusInd Bank Limited, Punjab National Bank, RBL Bank Ltd., State Bank of India, The Federal Bank Limited, The Hongkong and Shanghai Banking Corporation Ltd, Union Bank of India, Yes Bank Limited		
4.0	Bank Guarantee and loading due to non – acceptance of B.H.E.L.'s payment terms:		
	If payment terms as mentioned by B.H.E.L. are not agreed by bidder, such bidder shall have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed format for the amount, exceeding 80% of the PO value, valid till issue of E & C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO value.		
	Additionally, for deviation sought including as mentioned above, in payment terms by bidder w.r.t. tender conditions, following loading shall be done:		
	(a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by the bidder.		

	(b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by B.H.E.L. and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.		
5.0	Contract Execution Bank Guarantee (CEBG):		
	The successful vendor shall have to furnish a contract execution bank guarantee (CEBG) for 10% of the total PO value in the prescribed format within 30 days from the date of PO, but before LC opening. CEBG shall be from one of the consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or Outside India will have to be borne by vendor.		
	CEBG shall be kept valid until 30 days after the date of E & C certificate, which will be issued on completion of erection & commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.		
	If the vendor fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.		
6.0	Charges of Erection & Commissioning at B.H.E.L.:		
	Erection & Commissioning (E & C) charges will include services to be rendered at B.H.E.L. like erection, commissioning, job proving, performance tests and training to operators, etc.		
	E & C value should be quoted separately by bidder.		
7.0	Prices shall remain firm till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.		
7.1	Delivery period shall be counted from the date of Purchase Order.		
8.0	Time period for supply and E & C:		

8.1	Bidders should quote their earliest schedule for supply and E & C against the schedule indicated in the enquiry sheet. B.H.E.L., however, reserves the right to accept/ reject an offer on not meeting the schedule mentioned in the enquiry.		
8.2	(a) Delivery period -365 days from the date of PO		
	(b) E&C Period - 180 days from date of intimation from BHEL		
9.0	Penalty for delay in supply and E & C:		
9.1	Penalty for delay in 'supply' and / or 'E & C' will be applicable for the delays attributed to the vendor. Penalty will be considered separately for 'supply' and 'E & C'. The rate of penalty for delayed supply shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in supply subject to a maximum of 10% of total PO value (supply + E & C).		
	The rate of penalty for delay in E & C shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in E & C subject to a maximum of 10% of total PO value (supply + E & C).		
	Maximum penalty for delay in supply and E & C together shall be limited to 15% of total PO value (supply + E & C).		
	For the purpose of penalty for delay in E & C of the equipment, the duration of E & C activities will be reckoned from the date of intimation by B.H.E.L. to vendor regarding readiness of site. Total E & C period quoted by the vendor will be equal to the period indicated by the vendor to start E & C from the date of receipt of E & C call from B.H.E.L. plus the period indicated for E & C activities from the date of start of E & C at B.H.E.L..		
	Date of Bill of Lading / Air Way Bill will be considered as date of delivery for penalty purpose.		
9.2	Loading on account of non-acceptance of penalty for delay in supply and / or E & C shall be as under:		
	In case any bidder is not accepting above penalty clause, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.		

10.0	In case, shortage is noticed viz-a-viz PO scope of supply, such shortages shall be replenished by the vendor without any cost implication to B.H.E.L., i.e., custom duty & freight charges etc. up to destination for such short supplies shall be borne by the vendor.		
11.0	Any warranty replacement during warranty period shall be provided on DDP at B.H.E.L., BHOPAL Basis.		
12.0	Part shipment is not permissible.		
13.0	Machine / equipment will be inspected and proved, if required, at vendor's works prior to dispatch. However, final inspection and acceptance of machine / equipment will be after installation at B.H.E.L., BHOPAL.		
14.0	The E & C charges will be released after deduction of Income Tax as per the Govt. of India rules. TDS certificate will be issued by B.H.E.L..		
15.0	Offer may be rejected if copy of agreement between principal and Indian agent (in case offer is submitted through agent) indicating scope of work of Indian agent and agency commission payable to him is not enclosed with the technical bid.		
16.0	Vendor to declare on their Letter head break up of Import content and Indigenous content (if any) separately and Mention place of manufacturing /value addition in India.		
17.0	Copy of Un-Priced bid to be submitted with Techno-commercial bid.		
	Confirmation of Other Terms & Conditions		
18.0	Taxes	Vender to confirm	
	(a) GSTIN Certificate enclosed	Yes/No	
	(b) HSN Code, GST % on supply given	Vender to specify	
	(c) SAC, GST % on E&C given	Vender to specify	
19.0	Authorisation Letter given	Yes/No	
20.0	Contact Details of vendor's representative (Name, Contact No., E-mail id)		

Note: Except above clauses, all other clauses of 'General Terms and Conditions of Enquiry' will also be applicable.

ANNEXURE 'B'

B.H.E.L.'s TERMS AND CONDITIONS FOR INDIGENOUS BIDDER

		TO BE CONFIRMED BY VENDOR	REMARKS
1.0	All Bank Guarantees shall be strictly as per B.H.E.L.'s formats. No deviation will be accepted.		
2.0	PAYMENT TERMS: 80% payment of supply value shall be made within 45 days from the date of receipt of material at B.H.E.L., Bhopal. Balance 20% of supply value plus 100% of the E & C charges will be paid against (a) Erection & Commissioning certificate issued by B.H.E.L. and (b) submission of Performance Bank Guarantee (PBG) for 10% of total PO value by supplier in the prescribed format from one of the consortium banks of B.H.E.L. . PBG shall be valid for 30 days beyond the warranty period.		
	E & C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators, etc., as envisaged in PO.		
	List of consortium banks of B.H.E.L. is given below: Axis Bank Ltd., Bank of Baroda, Canara Bank, Export-Import Bank of India, HDFC Bank Limited, ICICI Bank Limited, IDBI Bank Limited, Indian Bank, Indian Overseas Bank, IndusInd Bank Limited, IndusInd Bank Limited, Punjab National Bank, RBL Bank Ltd., State Bank of India, The Federal Bank Limited, The Hongkong and Shanghai Banking Corporation Ltd, Union Bank of India, Yes Bank Limited		
2.1	Bank Guarantee and loading due to non – acceptance of B.H.E.L.'s payment terms:		
	If payment terms as mentioned by B.H.E.L. are not agreed by bidder, such bidder shall have to submit Bank Guarantee at the time of payment in the prescribed format for the amount, exceeding 80% of the PO value, valid till issue of E & C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO value.		

	Additionally, for deviation sought including as mentioned above, in payment terms by bidder w.r.t. tender conditions, following loading shall be done:		
	(a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by the bidder.		
3.0	Contract Execution Bank Guarantee (CEBG):		
	The successful vendor shall have to furnish a contract execution bank guarantee (CEBG) for 10% of the total PO value in the prescribed format within 30 days from the date of PO, but before LC opening. CEBG shall be from one of the consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or Outside India will have to be borne by vendor.		
	CEBG shall be kept valid until 30 days after the date of E & C certificate, which will be issued on completion of erection & commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.		
	If the vendor fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.		
4.0	Vendor to quote price FOR B.H.E.L., Bhopal basis. Transit insurance will be by Vendor.		
5.0	Delivery shall be counted from the date of Purchase Order.		
6.0	Time period for supply and E & C:		
6.1	Bidders should quote their earliest schedule for supply and E & C against the schedule indicated in the enquiry sheet. B.H.E.L., however, reserves the right to accept an offer not meeting the schedule mentioned in the enquiry.		
6.2	(a) Delivery period - 365 days from the date of PO		

	(b) E&C Period - 180 days from date of intimation from BHEL		
7.0	Penalty for delay in supply and E & C:		
	Penalty for delay in 'supply' and / or 'E & C' will be applicable for the delays attributed to the vendor. Penalty will be considered separately for 'supply' and 'E & C'. The rate of penalty for delayed supply shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in supply subject to a maximum of 10% of total PO value (supply + E & C).		
	Rate of penalty for delay in E & C shall be @ of 0.5% of total PO value (supply + E&C) per week of delay in E & C subject to a maximum of 10% of total PO value (supply + E & C).		
	Maximum penalty for delay in supply and E & C together shall be limited to 15% of total PO value (supply + E & C).		
	For the purpose of penalty for delay in E & C of the equipment, the duration of E & C activities will be reckoned from the date of intimation by B.H.E.L. to vendor regarding readiness of site. Total E & C period quoted by the vendor will be equal to the period indicated by the vendor to start E & C from the date of receipt of E & C call from B.H.E.L. plus the period indicated for E & C activities from the date of start of E & C at B.H.E.L..		
7.1	Loading on account of non-acceptance of penalty for delay in supply and / or E & C shall be as under:		
	In case any bidder is not accepting above penalty clause, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.		
8.0	Entire material should be despatched in one lot. Part despatches not permissible.		
9.0	Prices shall remain FIRM till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.		

10.0	Machine / equipment will be inspected and proved, if required, at vendor's works prior to dispatch. However, final inspection and acceptance of machine / equipment will be after installation at B.H.E.L., BHOPAL.		
11.0	Applicable GST against services shall be paid extra by B.H.E.L. against invoice.		
12.0	Income tax deduction as per Govt. Guide line shall be deducted at source for which TDS certificate will be issued.		
13.0	Vendor to declare on their Letter head break up of Import content and Indigenous content (if any) separately and Mention place of manufacturing /value addition in India.		
14.0	Copy of Un-Priced bid to be submitted with Techno-commercial bid.		
15.0	Successful bidder to submit GeM seller ID before placement of purchase order.		
	Confirmation of Other Terms & Conditions		
16.0	Taxes	Vender to confirm	
	(a) GSTIN Certificate enclosed	Yes/No	
	(b) HSN Code, GST % on supply given	Vender to specifiy	
	(c) SAC, GST % on E&C given	Vender to specifiy	
17.0	Authorisation Letter given	Yes/No	
18.0	Contact Details of vendor's representative (Name, Contact No., E-mail id)		

Note: Except above clauses, all other clauses of 'General Terms and Conditions of Enquiry' will also be applicable.

Instructions/Checklist for Vendors:

- 1) Bank Guarantee / BG Extension shall be made strictly as per BHEL's Standard format as available on B2B site.
- 2) **Validity date** must be explicitly mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.
- 3) **Claim Date** must be mentioned in the BG.
- 4) **Confirmation:** As per Corporate and RBI guideline confirmation is required in respect of each BG. Confirmation may be provided by the same issuing branch by the officials higher in rank or from the office mentioned in the BG for confirmation. Thus Vendors must ensure that BG bears the Confirmation office address explicitly.
- 5) **Stamps:** Stamps must be purchased from registered stamp vendor. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.
- 6) **Value of stamp must be as per Stamp act prevailing in the state where the BG is submitted or the state where the BG executed, whichever in higher.**
- 7) **Bank Seal and sign of Bank Employee:** BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. Every BG having value more than 50,000/- must be signed by two authorized signatories of the bank.
- 8) **Place of Invocation must mention on BG.**
- 9) **BGs should not be from the co-operative banks**
- 10) **BGs can be issued through consortium banks only.**
- 11) **Vendors must provide the BG from banks which are already SFMS Compliant. If vendors banks are not SFMS Compliant, a declaration from bank is required.**
- 12) **Email ID, phone no, Fax No of bank must mention on BG.**
- 13) **Extension/Amendment of BG is required on Rs. 1000/- Stamp Paper.**
- 14) **Bank Guarantee for Advance Payment – The BG shall be for 110% of the value of advance.**
- 15) **Cutting / overwriting on the BG shall be properly authenticated under signature and seal of the executing Bank.**
- 16) **Latest Solvency certificate:** Latest Solvency Certificate in original, with **Bank Seal and sign of Bank Employee**, in BHEL's standard format shall be enclosed with Sub Contracting BG.
- 17) **BG documents wherein corrections have been marked may also be enclosed with final corrected BG, where original BG document is being replaced.**
- 18) **Digital signed secured email confirmation required from BG issuing bank.**

Note:

- (i) Kindly ensure BG should be Stamped with appropriate value as per Indian Stamp Ordinance (Madhya Pradesh Amendment). Presently , it is 0.25% of BG value. (Kindly confirm this rate prior to execution of BG).
- (ii) SFMS shall be transmitted to SBT HET Branch Bhopal. The detail of the bank is as follows:
BHEL's A/c No.-30855948540, IFSC code- SBIN0000519
- iii) Digitally signed secured email confirmation required from BG issuing bank.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at **BHEL HOUSE Siri Fort, New Delhi-110049** ¹ through its Unit at...**BHEL BHOPAL**.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at ² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance BankGuarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- ⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for

any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... 7 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. Unless a demand or claim under this guarantee is made on us in writing on or before the8 we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to7

c) Unless the Bank is served a written claim or demand on or before 8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

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

Place _____
Date _____

Witness: _____
(Name & Address) _____

Online Form 10F to be submitted.

Chy

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or
sub-section (5) of section 90A of the Income-tax Act, 1961**

I..... *son/daughter of Shri..... in the capacity of
..... (designation) do provide the following information,
relevant to the previous year..... *in my case/in the case
of..... for the purposes of sub-section (5) of *section 90/section 90A:—

Sl.No.	Nature of information	:	Details#
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number:

Verification

I do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day of.....

.....
Signature of the person providing the information

Place:

Notes :

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.



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GENERAL TERMS AND CONDITIONS OF ENQUIRY

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



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



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



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



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



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10.3	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.		
10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.		
11	Documentation:		
11.1	Indigenous Purchase		
	<p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.</p> <ol style="list-style-type: none"> 1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter), 2) Consignee copy of LR & 2 sets each of Packing list, 3) Test certificate, Guarantee / Warranty certificate, 4) O & M manuals (where applicable) 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill. 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure <p>The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))</p>		
11.2	Foreign Purchase — Imports		
	<p>Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <ol style="list-style-type: none"> 1. Express / Original 'Clean on board' Bill of Lading / AWB. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package. 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases. 4. One set of Original Test Certificates and O&M Manual where called for. 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following: <table border="1"> <tr> <td> AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight) </td> <td> DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at mmfe.bpl@bhel.in</p> <ol style="list-style-type: none"> 7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. <p>In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <ol style="list-style-type: none"> i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly 	AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in
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	<p>mentioned on B/L or AWB.</p> <p>ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.</p> <p>iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</p> <p>iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</p> <p>v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</p> <p>vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments.</p>
11.3	General
	<ol style="list-style-type: none"> For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	Price Validity :
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above.



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



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



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	IMPORTS 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC B. Loading for payment terms as per clause 16.1 of GTC
20	Variation of orders
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract
21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
22.1	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	Safety clause for purchase orders
23.1	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	Non-Disclosure Agreement
24.1	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. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u>
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	Settlement of Disputes & Arbitration
25.1	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
25.3	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
25.4	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.



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



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



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



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



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



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

Note:

1.0 Tender Specific conditions shall override relevant provisions of this GTC

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

Company Letter head

Date: {insert date}

To,
Bharat Heavy Electricals Limited
Piplani
Bhopal-462023
Madhya Pradesh
India

I/We hereby certify (for the period from* _____ to _____) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____ ("the tax treaty" for short).
4. In this regard, it is further confirmed that:
 - the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
 - the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

Date: {insert date}

To,
Bharat Heavy Electricals Limited
Piplani
Bhopal-462023
Madhya Pradesh
India

I/We hereby certify (for the period from *_____ to _____) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____ ("the tax treaty" for short).
And/or
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
And/or
5. the Company has agent (not of independent status) in India as stipulated in Article 5 of the tax treaty
And/or
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in _____.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For & On behalf of

{Insert name of the company}

Authorized Signatory with Seal

*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

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

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

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

B. Performance of supplies to BHEL:

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

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

Note: 1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.

2. Reasons for delay to be explained in detail.

3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and / or false information is given by the bidder.

**PROCEDURE FOR INCORPORATION OF MODEL CONCILIATION CLAUSE
FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER BHEL
CONCILIATION SCHEME, 2018**

1. The following Model Conciliation Clause along with its Annexure & Appendices thereto is to be incorporated in the General Conditions of Contract of the Unit/Division/Region/Business Group for vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., by all the Units/Divisions/Regions/Business Group.
2. For existing Contracts where specific clause for Conciliation is not provided, this Scheme may also be made applicable with the approval of the concerned Head of Unit/Division/Region/Business Group, subject to the agreement of the other party in terms of Para A4 or A5 of the BHEL Conciliation Scheme, 2018 as the case may be.
3. Accordingly, for existing Contracts/MoUs, the Model Conciliation Clause along with its Annexure & Appendices thereto shall be made available to the vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., for their consent. Upon consent being received, the Contract/MoU shall be amended as per Paras A4 or A5 of the BHEL Conciliation Scheme, 2018 accordingly and steps be taken for initiation of Conciliation for settlement of disputes in terms of the BHEL Conciliation Scheme, 2018.

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

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC.

The Annexure ----- together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

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

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

Help

Name of Work: Vapour Phase Drying plant with integrated Isostatic Pressing system

Contract No: E8043003

**Name of the Bidder/
Bidding Firm /
Company :**

PRICE SCHEDULE	
1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000

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

NOTE:- NOTE:- 1. For Indigenous bidder: Price quoted for Sl. No. 1.01, 1.02, & 1.03 shall be FOR BHEL Bhopal.
2. For Foreign bidder: Price quoted for Sl. No. 1.01, 1.02, & 1.03 shall be CFR /CIF (Mumbai /Mandideep)
3. GST charges in column 14 is applicable to Indian vendors only.

NUMBER #	TEXT #	NUMBER	TEXT	TEXT#	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	TEXT	TEXT	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Currency Conversion against each Item	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in	GST (If applicable) to be filled in Percentage (Applicable for Indian vendors only)	GST Amount in INR	HSN / SAC Code	Supply From	Delivery Point	TOTAL AMOUNT, It will be converted based on column L value in	TOTAL TAXES It will be converted only If you choose Full Conversion, Until than it is treated as INR in	TOTAL AMOUNT In Words
1	2	4	5	11	12	13	14	15	23	24	25	53	54	55
1	Description of Item - Vapour Phase Drying plant with integrated Isostatic Pressing system													
1.01	Supply value of item with accessories	1.0000	Nos	Full Conversion	INR			0.00				0.0000	0.0000	INR Zero Only
1.02	Packing and Forwarding Charges, (if any)	1.0000	Nos	Full Conversion	INR			0.00				0.0000	0.0000	INR Zero Only
1.03	Freight charges, (if any)	1.0000	Nos.	Full Conversion	INR			0.00				0.0000	0.0000	INR Zero Only
1.04	Insurance charges, (if any)	1.0000	Nos.	Full Conversion	INR			0.00				0.0000	0.0000	INR Zero Only
1.05	Erection and Commissioning charges (minimum 10 % of the supply value)	1.0000	Nos	Full Conversion	INR			0.00				0.0000	0.0000	INR Zero Only
1.06	Training Charges (if any)	1.0000	Nos	Full Conversion	INR			0.00				0.0000	0.0000	INR Zero Only
1.07	Any Other Charges	1.0000	Nos	Full Conversion	INR			0.00				0.0000	0.0000	INR Zero Only
Total in Figures												0.0000	0.0000	Zero Only
Quoted Rate in Figures			Select			%						0	0	Zero Only
Quoted Rate in Words														



ENQUIRY
TWO PART BID
BPC 0007
E-TENDER

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत)

सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA)

MATERIALS MANAGEMENT DIVISION

ENQUIRY NOE8043003

ENQUIRY DATE07/08/24

ENQUIRY DUE DATE04/09/24

TIN NO- 23573000001ECC NO- AAACB4146PXM009MPCT NO- HEL/05/01/0001/S15/11/79

PHONE NO : 91-755-2500100FAX : 91-755-2500023www.bhel.com

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	0	3	1	07/08/24	1	1	1	458932059
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION SUITABLY PACKED.				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		Y	TECHNICAL CONDITION AS PER SPECIFICATION.				
	SAMPLE		N					
	GATE PASS		Y	INSPECTION CONDITION AT YOUR WORKS BY BHEL.				

NOTE: QUOTE PRICE BOTH IN FIGURES & WORDS.IN CASE OF MISMATCH PRICE IN WORDS WILL BE VALID,QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	NA	VAPOUR PHASE DRYING PLANT WITH INTEGRATED ISOSTATIC PRESSING SYSTEM	NO	1.000	0	1	1.000	206	31/10/25

REMARK PARTIES NOT REGISTERED WITH BHEL SHALL SUBMIT DULY FILLED VENDOR REGISTRATION FORM AVAILABLE ON OUR WEB SITE WWW.BHEL.COM WITH TECHNICAL BID. THIS IS GLOBAL TENDER ENQUIRY.

DRAWING N PURCH SPEC Y CATALOUGE Y Quality Surveillance Pl: N TWO PART BID Y

NOTE:BHEL,BHOPAL'S Standard Terms & Conditions BP200102 (Latest Revision) form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

Note: During Bid Evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendore falling under MSMED ACT - OCT 06

Please submit your lowest quotation in sealed envelop essentially superscribed with ENQUIRY NO, DUE DATE AND PARTY'S NAME so as to reach at TENDER ROOM, GROUND FLOOR, ADM BUILDING, BHEL, PIPLANI BHOPAL-462022 by 11.00 am of due date.

1.This is only a request for Quotation & not an order.
2.Small Scale industries should indicate SSI Regn. No. in Quotation/invoice.
3.In case you are not making an offer against this Enquiry, we request you to post a regret letter.
4.Indian vendors to please indicate GSTIN on their quotation.

SPECIAL REMARK: Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.

Documents Enclosed
1.Drawing. 3.Purchase specification.
2.Catalogue. 4.Quality Surveillance Plan.

NAME : SHRI SHYAM SUNDER CHAUDHARY
DESG : MANAGER
0755-2502358
sschaudhary@bhel.in

SIGN & SEAL