



A Maharatna Company
ISO 9001 Company
ISO 50001 Company

பாரத் ஹெவ்வி இலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Enterprise)
Tiruchirappalli – 620 014

MATERIALS MANAGEMENT

Phone: 0431 – 257 7872 ; E-mail: srija@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref : **Tender No. 1802300033 dt. 10.05.2023.**

Subject : Two-part **e-Tender** inviting techno-commercial and price bids for supply of **FURNACE MAINTENANCE PLATFORM FOR SAGARDIGHI 1x660 MW Project**

Kindly submit your competitive offer as per the tender terms and conditions given in the tender document through e-procurement portal <https://eprocurebhel.co.in/> only.

1.	Bid opening date (Part-I)	15:00 Hrs on dt. 07.06.2023.
2.	Bid submission start date	24.05.2023, 09:00 Hrs.
3.	Bid submission end date	07.06.2023, 12:00 Hrs.
4.	Date of price bid opening	The date/ time of price bid opening will be intimated to the techno-commercial qualified tenderer separately.

Note: Change of dates if any will be published as corrigendum. Bidder to check e-procurement portal regularly for updates.

The tender will be evaluated on total package basis.

List of Items:

BOQ Sl. No.	Item Description	Material Code	Qty	Unit
FURNACE MAINTENANCE PLATFORM FOR SAGARDIGHI 1x660 MW Project ELECTRICALLY OPERATED FURNACE MAINTENANCE PLATFORM HAVING 2 WALL COVERAGE AS PER SPECIFICATION NO. MHS-HEQ/071 REV.05, ANNEXURE -I TO THE SPECIFICATION AND DRAWING 1-99-512-40929				
1.01	PLATFORM WITH BOTH ENDS FLAT-L 16.0M Platform with both ends flat with length=16.000M; With suitable wire rope for suspension, Lugs for suspending & all applicable accessories & safety devices as per ref.drg.0-99-512-40929/00, Item No.03; as per specification No. MHS-HEQ/071-Rev.05 and as per Annexure-I to specification.	L1731T9951201003	1	SET
1.02	PLATFORM WITH 45DEG CHAMFER AT LEFT SIDE-L:8.5M Platform with 45 DEG Chamfer at Left side with length=8.5M; With suitable wire rope for suspension, Lugs for suspending & all applicable accessories & safety devices as per ref.drg.0-99-512-40929/00, Item No.02; as per specification No. MHS-HEQ/071-Rev.05 and as per Annexure-I to specification.	L1731T9951201004	1	SET
1.03	PLATFORM WITH 45DEG CHAMFER AT RIGHT SIDE-L:8.5M Platform with 45 DEG Chamfer at Right side with length=8.5M; With suitable wire rope for suspension,	L1731T9951201005	1	SET

	Lugs for suspending & all applicable accessories & safety devices as per ref.drg.0-99-512-40929/00, Item No.01; as per specification No. MHS-HEQ/071-Rev.05 and as per Annexure-I to specification.			
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Following list of documents are part of this tender and shall be deemed to form an integral part of contract and shall submit all the documents duly filled and signed by the respective bidders:

1. Technical Specification : MHS-HEQ/071 Rev 05 AND ANNEXURE I.
2. Drawing: 1-99-512-40929/00.
3. Annexure-A (Techno-Commercial Terms and Conditions) .
4. Annexure -X (Brief Procedure for Conduct of Conciliation Proceedings).
5. PQR- Pre-Qualification requirement.
6. Make in India format.
7. NDA Format
8. PBG Format

General Instructions

1. Please quote enquiry no,date and due date in all correspondences.
2. This is only a request for quotation and not an order.
3. Bidder to submit the offer through e-procurement portal only. Offer submitted through any other mode will not be considered. The tender will be operated on Two Part Bid Basis.
4. Evaluation shall be done on Total Package Basis.

Thanking you,

For **Bharat Heavy Electricals Limited**

Srija Mole R

Manager / Materials Management

Fourth floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamil Nadu

Phone: 0431-2577872

Email: srija@bhel.in



India
An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli-620 014, Tamil Nadu,

Dept: MATERIALS MANAGEMENT/BOI

Annexure – A- Terms and Conditions

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment and Scope of work:		Supply of Furnace Maintenance Platform
Projects		Sagardighi Project
BHEL Tender No. & Date		
<i>To be filled by bidder</i>		
Name of the firm (Bidder)		:
Offer reference		:
Address		:
Contact details		<u>Contact person 1</u> Name: Designation: Office Phone: Mobile: e-mail: <u>Contact person 2</u> Name: Designation: Office Phone: Mobile: e-mail:
Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	<u>Pre-qualification requirement (PQR):</u> Offer shall be considered only if bidder is meeting Tender Prequalification requirement. Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.	
1 (b)	<u>Technical Requirements:</u> Bidder shall comply the specification requirements as per attached Specifications and Drawing: 1-99-512-40929/00. Supplier to give clause by clause confirmation for all relevant clauses mentioned in technical specification MHS-HEQ/071Rev.05. Any clarifications/deviations to the specification requirements are to be clearly indicated. Hidden deviations indicated elsewhere in the offer will not be evaluated. Vendor Quality Plan shall be submitted in line with our Specification requirement.	
1 (c)	Customer Approval is applicable for Sagardighi project, the vendor shall submit all the required documents as requested by the customer, incompleteness will lead to rejection of your offer.	

	Your offer will be considered only subject to final approval with our end customer	
1 (d)	Vendor offers will considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer	
1 (e)	<p><u>Evaluation method:</u></p> <p>The tender will be evaluated on total package basis.</p> <p>Evaluation and L1 identification shall be on total landed cost to BHEL including all cost up to destination.</p> <p>Currency of evaluation shall be INR. Rate quoted in Foreign currencies will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date. If the date of opening happens to be a bank holiday, then the forex rate as on previous bank (SBI) working day shall be taken.</p>	
1 (f)	Vendor shall quote as per the enclosed price Schedule format only.	
1(g)	<p>Inspection by BHEL/ BHEL approved TPIA/Customer.</p> <p>Inspection and testing requirements are to be carried out as per the specification and BHEL/ end customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification/QAP.</p>	
2 (a)	<p><u>Firm Price:</u></p> <p>The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
2 (b)	<p><u>Offer Submission:</u></p> <ul style="list-style-type: none"> This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (https://eprocurebhel.co.in) ONLY. Scanned copy of the filled Annexure-A Tender document etc., shall be uploaded in the EPS portal. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in http://www.bhel.com/tender/ Acceptance of offer will be subject to PQR Compliance and Technical suitability. 	
2 (c)	<p><u>REVERSE AUCTION:</u></p> <p><i>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno- commercially qualified bidders.</i></p> <p><i>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed</i></p>	

	<i>envelope price bid along with applicable loading, if any, shall be considered for ranking.</i>	
2(d)	<p>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements: Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. For foreign Principal In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/. For Indian agent In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.</p>	
3.	<p><u>Delivery term:</u> <u>Indigenous Suppliers</u> The quote shall be on FOR SAGARDIGHI basis inclusive of Packing, forwarding, Freight. Transit Insurance is under BHEL scope <u>Import Supplier:</u> Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis. Port of loading should be indicated without fail. Port of discharge should be Chennai.</p>	
4 (a)	<p><u>Payment Terms (Indigenous):</u> 100% direct payment through EFT within 45 days for MSE Vendors from the date of receipt and acceptance of materials against 10% PBG. 100% direct payment through EFT after 60 days for Medium Vendors and 90 days for Non-MSE vendors from the date of receipt and acceptance of materials and against 10% PBG.</p> <p><u>Payment Terms (Import):</u></p> <p><u>Option:1:</u> BHEL Payment term is 100% payment on CAD basis after 90 days from the date of receipt of documents, specified in PO, at BHEL bank and against 10% PBG. Respective bank charges to respective account.</p> <p><u>Option:2:</u></p>	Option-1/Option-2 (Import vendors shall mark the payment option)

	<p>If supplier insists for LC, only Usance LC with 120 days credit will be opened one month prior to material readiness. Hence, supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.</p> <p>Any deviation in the above payment term will attract loading as mentioned below.</p> <p>MCLR rate of SBI p.a. + 6% (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) shall be considered for loading for the period of relaxation sought by bidders subject to competent authority approval.</p> <p>Example of the same is provided below.</p> <table border="1"> <thead> <tr> <th>Payment term</th><th>Relaxation period (days)</th><th>Loading (@ MCLR 8.05% p.a. + 6%)</th></tr> </thead> <tbody> <tr> <td>LC 90 days</td><td>30</td><td>1.15%</td></tr> <tr> <td>LC 60 days</td><td>60</td><td>2.31%</td></tr> <tr> <td>LC 30 days</td><td>90</td><td>3.46%</td></tr> </tbody> </table>	Payment term	Relaxation period (days)	Loading (@ MCLR 8.05% p.a. + 6%)	LC 90 days	30	1.15%	LC 60 days	60	2.31%	LC 30 days	90	3.46%	
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LC 90 days	30	1.15%												
LC 60 days	60	2.31%												
LC 30 days	90	3.46%												
4 (b).	<p><u>Performance Bank Guarantee:</u></p> <p>BHEL require a performance Bank Guarantee to a value of 10% of supply value covering the Guarantee/Warranty period. The PBG shall be in BHEL format (Format attached) which is to be opened in any one of the banks mentioned under List of Consortium Banks attachment. All banks charges shall be to vendor account only. Any deviation on PBG leads to rejection of offer. Performance bank guarantee shall have minimum claim period of 3 to 6 months from the date of expiry.</p>													
5 (a).	<p><u>Liquidated damages (LD):</u></p> <ol style="list-style-type: none"> Time is the essence of the contract. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirapalli under any other condition of the contract/applicable legal provisions. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order(PO) would make the supplier liable to an un-conditional LD at the rate of LD at the rate of 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total Purchase order value. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). Indigenous: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation for cases where e-way bill is not mandatory. Wherever E Way Bill is involved, the date of commencement of 													

	<p>movement of vehicle as reflected in E way Bill [the 'Valid from' date in the E way Bill] will be taken for LD calculation</p> <p>g) Import: For CFR terms, BL date will be considered for LD calculation.</p>	
5(b).	In case of PO placement, required documents have to be submitted for approval within 45 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
6 (a).	<p><u>Warranty Period:</u></p> <p>Vendor shall give warranty against design & manufacturing defects for a period of 18 months from the date of commissioning or 24 months from the date of supply whichever is earlier.</p>	
6 (b).	<p><u>Repair & replacements:</u></p> <p>Within the warranty period, vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty are to your account only. The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within 60 days of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php. would be taken against such supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.</p>	
6 (c).	No Deviation is permitted. If still vendor offered any deviation on the warranty period, it may lead to rejection of offer.	
7.	<p><u>Acceptance of materials supplied:</u></p> <p>i. The supply shall be strictly as per the specifications in the tender /purchase order.</p> <p>ii. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</p> <p>iii. The acceptance or otherwise of the delivered items at BHEL /Stores/Trichy will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail within 120 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.</p> <p>iv. In case of rejection of the delivered items at BHEL/Stores/ Trichy, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier.</p> <p>v. In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the</p>	

	Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php . would be taken against such supplier	
8.	<p><u>Duty benefits for import vendors</u></p> <p>a) Whether PTA/ CEPA or any other agreement/treaty between respective Governments/Countries exists and the same is applicable for your supplies w.r.t this Enquired Items/tender.</p> <p>b) If yes, mention the Concessional Customs Duty (Such Duty Benefits) %</p> <p>c) Documentary proof for the applicable Concessional Customs Duty (eg. PTA/ CEPA or other agreement) shall be submitted along with the Part-1 bid.</p> <p>d) Relevant documents and details to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents.</p> <p>e) In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.</p> <p>Note: Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes.</p>	<p>YES / NO</p> <p>SUBMITTED/NOT SUBMITTED</p> <p>CONFIRMED/NOT CONFIRMED</p> <p>CONFIRMED/NOT CONFIRMED</p>
9.	<p><u>Risk purchase clause:</u></p> <p>a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. 	

	GST is applicable on amount recoverable from vendors under risk purchase clause as per Govt. Circular No. 178/10/2022-GST dt. 03.08.2022.	
10.	<p><u>Suspension of Business Dealings:</u></p> <p>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 web site www.bhel.com.</p> <p>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 or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage.</p>	
11.	<p><u>Delivery Period:</u></p> <p>Delivery Period shall be 120 days from the date of document approval. Manufacturing clearance based on Document approval from Customer /BHEL and site erection schedule.</p> <p>Material shall be dispatched after obtaining dispatch clearance from BHEL.</p> <p>Delivery period mentioned anywhere else in the bid document is for indicative purpose. Delivery schedule shall be as per this clause</p> <p>The supplier shall keep the manufactured items safely till the dispatch clearance is given by BHEL.</p>	
12.	<p><u>Documents are to be submitted along with technical bid (Part-1)</u></p> <ol style="list-style-type: none"> 01. Covering letter. 02. Unpriced offer. 03. Details are per Cl.No 13 of the technical specification MHS-HEQ/071Rev.05. 04. Filled up Techno Commercial Terms and condition sheet (Annexure-A). 05. Filled Pre-Qualification requirement along with supporting documents. 06. Catalogue's 07. Detailed BOM of the package with weight details of each item. 08. Third party non-disclosure agreement 09. MSE documents (if applicable) 10. Make in India self-certification in the attached format (if applicable) 11. Filled up and Signed No Deviation Format 12. Documents in support of duty benefits (if applicable) <p><u>S</u></p> <ol style="list-style-type: none"> 01. Priced offer as per the format attached with enquiry. 	

	Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.	
13.	Offer Validity: 120 days minimum from techno commercial bid opening (Part-1)	
14.	O & M manuals: Detailed O&M manuals shall be furnished. Three soft copies of O&M manuals in (CD ROM) compact disc to be submitted. One hard copy and one CD should be sent along with transit assembly to site directly.	
15.	Kindly indicate the GST No of your Firm for Indigenous Suppliers	
16.	Kindly Indicate the HSN Code for all items for Indigenous Suppliers	
17.	Please indicate the applicable GST % (IGST) for Indigenous Suppliers	
18.	Good and Service Tax (GST) Indigenous suppliers: Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.	
19.	Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.	
20.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)	
21.	Invoices will be processed only upon completion of statutory requirement and further subject to following: i. Vendor declaring such invoice in their GSTR-1 Return/ IFF ii. Receipt of Goods or Services and Tax invoice by BHEL	
22.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices	

	raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).	
23.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
24.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor	
25.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	
26.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
27.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.	
28.	<p><u>MSE VENDOR:</u></p> <p><i>i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.</i></p> <p><i>ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.</i></p> <p><i>iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.</i></p>	

	<p><i>iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</i></p> <p>Payment for MSE Indigenous vendors will be as per MSMED Act, 2006</p> <p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copy of <i>Udyam Registration certificate.</i></p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier.</p>	
29.	<p><u>Make in India:</u></p> <p>For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p>The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>	
30.	<p><u>Packing Requirements (for indigenous vendors):</u></p> <ul style="list-style-type: none"> • Packing should ensure the healthiness of the Equipment including all electrical Accessories which may be stored for longer period (up to 2 years) at Site conditions (open to atmosphere). • All openings (Fluid, Pneumatic & Electric) shall be firmly capped. • Items shall be packed in suitable enclosure (to prevent damage/rusting due to Seashore atmospheric conditions) from all four sides and also it should be covered with polythene to make it water proof. • Packing and struts shall be used to arrest rolling of items and to avoid transit damage. • Limit switches and such components shall be encapsulated properly with suitable material like Thermocol. • Suitable arrangement (lugs/hooks) for loading and unloading of the equipment in packed condition at site. <p><u>Packing Requirements (for import vendors):</u></p> <p>Packing shall be sea worthy.</p>	

31.	<p>The preferred shipment mode “Containerized Cargo or Break Bulk” shall be specified clearly in the offer.</p> <p><u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u></p> <ul style="list-style-type: none"> ○ For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. ○ In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”. <p><u>FOR BREAKBULK CARGO:</u></p> <ul style="list-style-type: none"> ○ For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. ○ The materials will be Custom cleared from Port itself. <p><u>Important Information for Import Suppliers:</u></p> <ul style="list-style-type: none"> • Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. • In case of any penalty due to late filing of Bill of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier: <ul style="list-style-type: none"> ○ Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival ○ Discrepancy in documents ○ Short landing of Consignments (For shipments on CFR– Chennai Port) • For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis, <ul style="list-style-type: none"> ○ Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. 	
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- The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Supplier's bills.
- Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL.
- The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below
 - CIC - Container Imbalance Charges/Surcharges
 - EIC - Equipment Imbalance Charge/Surcharges
 - CAF - Container/Currency Adjustment Factor
 - BAF - Bunker adjustment Factor
 - RDS - Rupee Depreciation Surcharge
 - CDS - Currency Depreciation Surcharge
 - PCS - Port Congestion Surcharge
 - LSS - Low Sulphur Surcharge
 - Devanning Charges

Transport Conditions for Import:

The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment.

- 14 FREE DAYS for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice.
- In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/ demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice.
- In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading".

	<ul style="list-style-type: none"> ○ Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. ○ This is required to ensure avoidance of detention/ demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller. 	
32.	<p>As per extant provisions of Income Tax Act,1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act.</p> <ul style="list-style-type: none"> • Valid Tax Residency Certificate issued by Govt / Tax agency of country. • Form 10F duly filed signed. (sample copy as per Annexure-DT1) • No PE and No Business connection declaration in mills letter head. • Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand. • Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country. (sample copy as per Annexure-DT2) 	
33.	<p><u>Fraud Prevention Policy</u></p> <p>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.</p>	
34.	<p><u>Cartel Formation</u></p> <p>All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.</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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.</p>	
35.	<p><u>Resolution of Disputes</u></p> <p>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 contract/tender which the Parties are</p>	

	<p>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.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <ol style="list-style-type: none"> 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. <p>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 X to this Terms and conditions.</p> <p>The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.</p> <p>This contract shall be governed, construed and interpreted in accordance with the laws of India.</p> <p>Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p>	
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	<p>Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India 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 difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation 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.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.</p>	
36.	<p><u>Force Majeure clause</u></p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p>	

	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	
37.	<u>Set off :</u> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.	
38.	<u>Execution of the order:</u> a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection. c. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. d. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days. e. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost, including customs clearances at Indian Ports in the case of foreign suppliers.	
39.	<u>Non-Disclosure Agreement(NDA):</u> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
40.	Vendor to note the below points at the time of dispatch and shall adhere for indigenous suppliers a. After material readiness and inspection completion (by TPI/ BHEL/ End Customer), vendor shall seek dispatch clearance from BHEL. b. After obtaining dispatch clearance from BHEL, vendor shall proceed to generate dispatch documents. After generating dispatch documents (Invoice, LR, E-waybill etc.) vendor shall immediately share these documents to BHEL (scan copy over email) for accounting the materials and securing insurance coverage. c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from BHEL, actual/physical movement of goods out of vendor's premises shall commence.	

	<p>d. Non-adherence to the above may lead to GST authorities seizing the vehicle & goods and imposing penalty & interest. Any such implication would be to vendors account only.</p> <p>e. Provision of GST Act highlighted below in connection to this - Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised by the registered person supplying taxable goods before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities has powers to detain the consignment and impose penalties equivalent to 200% of the tax payable as per Section 129 of CGST Act 2017."</p>	
41.	<p><u>Caution:</u></p> <ul style="list-style-type: none"> • The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. • The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL. 	
42.	<p><u>Banned Suppliers Rejection</u></p> <p>"The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected.</p> <p>The list of banned firms is available on BHEL web site www.bhel.com."</p>	
43.	<p><u>Conflict of Interest Among Bidders/Agents:</u></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:</p> <ol style="list-style-type: none"> a. they have controlling partner (s) in common; or b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c. they have the same legal representative/agent for purposes of this bid; or 	

	<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/ sub-assembly! 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 authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <p style="text-align: center;">or</p> <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. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p>	
Note.	<ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- Annexure-A, will lead to rejection of offer. 3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 4. BHEL/NPCIL will not provide End Use and End User Certificates for supplies of the Items covered in this enquiry. 5. Any other Techno–Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure-A only. 	

Annexure-D**SUB-DELIVERY ENQUIRY DEVIATION FORMAT**

	MATERIALS MANAGEMENT / BOI SUB-DELIVERY ENQUIRY DEVIATION FORMAT	
Schedule of deviation to Sub-delivery Enquiry No. :		
Description : Furnace Maintenance Platform		
Technical Specification Document : MHS-HEQ/071Rev.05.		
Drawing No. : 1-99-512-40929/00		
Quality Plan :		
Packing Procedure :		
Document reference	BHEL called for	Firm's alternative offer
	Technical Specification : MHS HEQ/071Rev.05. Drawing No : 1-99-512-40929/00	
Certified that other than the above deviations, we are accepting all the other specifications and requirements in full to your Enquiry.		
Station :		
Date :		
Signature of firm's representative		Firm seal
Note : <ol style="list-style-type: none"> 1. Deviations should be taken only in the extreme case 2. If necessary, use additional sheets with page control number 		

Annexure X

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) 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	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	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 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

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI UM 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**

**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 Clam(s)/Counter Claim(s):

SI. 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.*



Bharat Heavy Electricals Limited
Product Engineering / Fossil Boilers
Handling System

Annexure - I to Specification No. MHS-HEQ/071 - Rev. 05
(For Electrically Operated Furnace Maintenance Platform - 2 wall coverage.)

PROJECT : Sagardighi TPP Unit#5 1x660MW
CUSTOMER NO. : 1731
REFERENCE DRAWING No. : 1-99-512-40929

1.0 Supplier to supply Furnace maintenance platforms as per specification no. **MHS-HEQ/071**

2.0 Top of ceiling girder elevation : 95.105 M.

3.0 Access door elevation : 15.119 M.

4.0 SCOPE OF SUPPLY

4.1.0 PLATFORMS

4.1.1 Platform with 45° LH chamfer at one end and other with flat end for a length of 8.5 M. - 1 No.

4.1.2 Platform with 45° RH chamfer at one end and other with flat end for a length of 8.5 M. - 1 No.

4.1.3 Platform with both sides flat with length of 16.0 M. - 1 No.

4.1.3 Platform wall roller assy & bracket complete with connecting fasteners. The rollers shall be designed suitably to move on the spiral water walls.

4.1.4 Complete guard rails with connecting fasteners.

4.1.5 Connecting block and tubes with connecting fasteners.

4.1.6 Lugs required for suspending the SAE.

4.1.7 Each module shall be capable of mounting STIRRUP arrangements such that any module can be used for traversing between any two cable openings.

4.1.8 Split-type platforms shall be suitable for 610mmx762mm access door with guardrails, suitable stirrups with retainers, connection blocks & tubes with fasteners. Wall roller assembly with mounting bracket & fasteners.

4.1.9 16 nos. suspension lugs designed to suspend the loaded platform to be supplied by vendor. Rope ends shall have hook and all necessary fittings for suspending the platform using lugs.

4.1.10 Vendor to also furnish 4nos. suspension arrangement for suspending the platform in detail bb of drawing 1-99-512-40929. Vendor to furnish this detail along with lug details.

4.2.0 STIRRUPS

4.2.1 Suitable Hot galvanised stirrups & stirrup retainer complete with fasteners.

4.3.0 HOIST (ROPE CLIMBING MACHINE)

4.3.1 Hoist for safe working load of minimum 800 Kgs.

4.3.2 Electrically operated rope climbing machine with top limit switch.

4.3.3 Common single power control for both hoists.

Prepared & Checked:

Approved:

Date : 01/06/2018

(Noorul Fazil M)

(G. Saravanakumar)

Page No.:1/3



Bharat Heavy Electricals Limited
Product Engineering / Fossil Boilers
Handling System

Annexure - I to Specification No. MHS-HEQ/071 - Rev. 05
(For Electrically Operated Furnace Maintenance Platform - 2 wall coverage.)

4.4.0 SAFETY DEVICES

- 4.4.1 Safety braking system
- 4.4.2 Anti tilting device
- 4.4.3 Mercury level switches
- 4.4.4 Over speed safety device
- 4.4.5 Top limit switches
- 4.4.6 Overload/Under load safety device assembly

4.5.0 WIRE ROPE

- 4.5.1 Suitable length and quantity of steel wire rope with suitable size and construction of 6 X 36 for electrically operated hoist. Supplier to specify the size of the rope offered. Minimum length of wire rope shall be 100 M.
- 4.5.2 Secondary wire rope with cable weight.
- 4.5.3 Rope shall be of galvanised steel wire.
- 4.5.4 Rope shall have tensile strength of 240 Kg/Sq.mm. minimum.
- 4.5.5 Rope end fittings, D'shakles, thimbles, rope clamps and other required items.

4.6.0 POWER SUPPLY

- 4.6.1 Power supply cable shall be provided for 3 Phase; 415V AC; 50 Hz.
- 4.6.2 Power supply cable shall be provided for suitable length as per BHEL arrangement drawing (1-99-512-40929).
- 4.6.3 Power supply cable rating shall be furnished by vendor.
- 4.6.4 Power supply cable shall be provided with plug and cable retainer.
- 4.6.5 Shall not exceed as mentioned in BHEL arrangement drawing (1-99-512-40929).

4.7.0 CONTROL SYSTEM

- 4.7.1 Centralised control box shall be provided for easy operation.
- 4.7.2 The hoisting machines shall be synchronised and control shall be centralized with safety switch

- 5.0 Vendor shall furnish other mechanical, electrical and control accessories required for safety, easy maintenance and easy operation.

5.0 DOCUMENTS NEEDED

- 5.1 Refer clause no 13.0 of specification.

5.2 O & M MANUALS

- 5.2.1 Operation and Maintenance manuals both as soft copy (CD) and hard copies (in A4-size) should be submitted to BHEL/Tiruchirappalli prior to despatch of the equipment.
- 5.3.0 Operation and maintenance manual should contain the following
 - 5.3.1 Data sheet for the equipment & its bought out items.
 - 5.3.2 Brief description of equipment under supply.

Prepared & Checked:

Approved:

Date : 01/06/2018

(Noorul Fazil M)

(G. Saravanakumar)

Page No.:2/3



Bharat Heavy Electricals Limited
Product Engineering / Fossil Boilers
Handling System

Annexure - I to Specification No. MHS-HEQ/071 - Rev. 05
(For Electrically Operated Furnace Maintenance Platform - 2 wall coverage.)

- 5.3.3 Operation, and Trouble shooting
- 5.3.4 Maintenance and service instructions including lubrication schedule wherever required.
- 5.3.5 Recommended spare parts for 3 years for trouble free operation.
- 5.3.6 Assembly drawing with parts list.
- 5.3.7 The manual shall pertain to the model or type supplied for the particular contract.
- 7.0 All the points in specification & annexure - I to the specification should be strictly adhered to.
- 8.0 Offers without the required documents along with the offer shall not be considered.

Prepared & Checked:

(Noorul Fazil M)

Approved:

(G. Saravanakumar)

Date : 01/06/2018

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Technical Pre-Qualification Requirement for

Furnace Maintenance Platform

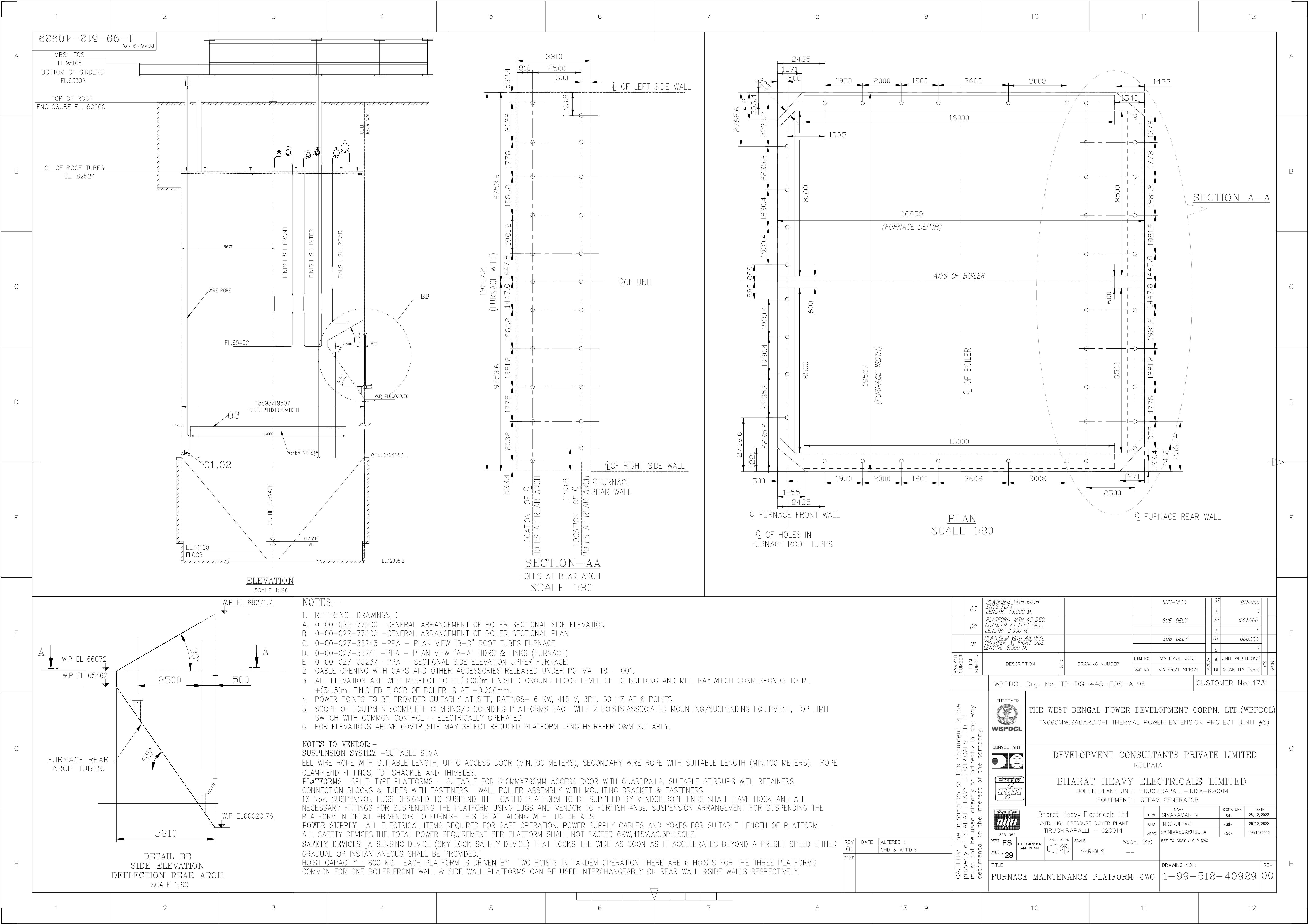
1. The vendor shall be an established Furnace Maintenance Platform/ Furnace cradle of electric/ Pneumatic operation (henceforth referred as FMP) manufacturer having adequate Design, Engineering, Manufacturing, inspection and testing facilities and shall furnish technical backup documents for the proof of above requirements.
2. The FMP offered shall be of sizes as per enquiry with a minimum hoist capacity of 800 Kg and from the existing regular manufacturing range of the supplier. Vendor shall provide the manufacturing catalogue or general reference list for the offered FMP along with offer.
3. The supplier shall have experience of having supplied FMP and its accessories for dusty, corrosive & highly polluted atmospheric conditions or for the application of similar severity as specified in the enquiry. Supplier shall submit documents in proof of the same.
4. Proven track record is required. Minimum one end user certificate for the satisfactory operational performance of their supplied FMP with accessories as per enquiry in similar ambient conditions is required as a proof.

(or)

successfully executed two POs for same item meeting minimum requirements specified in enquiry specification. Purchase orders should not be more than ten (10) years old as on date of bid submission, for establishing continuity in business. Vendor to submit the corresponding datasheets / drawings / technical documents of supplied item as per POs / end user certificate.

5. In case of ordering, the vendor shall have the responsibility for the following and same to be confirmed point wise.
 - i) Vendor should have the component replacement responsibility in case of defect / failure.
 - ii) Vendor shall have capability to provide assistance in commissioning activities, if required.
 - iii) Vendor should ensure the product performance during erection & commissioning.
6. Backup document checklist to meet PQR to the fullest satisfaction of BHEL. All documents shall be in English, if the original document is in other language, same shall be translated in English.

S. No	Document description	Check list
1	Documents to meet Clause(1)	<input type="checkbox"/>
2	Product Catalogues to meet clause(2)	<input type="checkbox"/>
3	Supply reference document to meet clause (3) (PO /Inspection Reports/supply reference list)	<input type="checkbox"/>
4	Min. one end user certificate (or) Two POs to meet clause (4)	<input type="checkbox"/>
5	Confirmation to clause (5)	<input type="checkbox"/>



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
Fuel Systems/PE(FB)



Title Sheet
General Specification for
ELECTRICALLY OPERATED
SUSPENDED SCAFFOLDING SYSTEM

Specification No.: MHS-HEO/071

Revision No. : 05

05	16/08/18	-various-	Revisit & update of specification.	NF/GSK
04	10/12/07	2.6	Special tools included in the scope of supply	DVK
03	11/10/07	1.1 2.2 13.5.1	Scope clarity specified Access opening size referred in Annexure-I O&M- No. of copies was 25	SSR
02	26/09/07	2.6	Special tools included in the scope of supply	DVK
01	26/11/97	4.1 7.3 11.4 13.5.0 14.0, 15.0	Platforms Factor of safety Cable opening Operation & Maintenance manual Included	TKP
00	03/03/97		First issue	
Rev. No.	Rev. Date	Clause	Description	Chd. & Appd.

	Name	Signature	Date
Prepared	T.K.Prabu	Sd.,	03/03/97
Checked	T.K.Prabu	Sd.,	03/03/97
Approved	A.Rajamohan	Sd.,	03/03/97



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CONTENTS

CLAUSE	DESCRIPTION
1.0	Scope
2.0	Special Requirements Of The System
3.0	General Requirements
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5.0	Platform of Suspended Scaffold
6.0	Hoisting Machines
7.0	Safety Belts And Anchor points
8.0	Ropes
9.0	Multi Point Suspended Powered Platform
10.0	Inspection
11.0	Special Notes Supplemented To Technical Specification
12.0	Guarantee
13.0	Documents To Be Submitted By Vendor
14.0	General (Annexure-I)
15.0	Sheet-A: Standard / Code Checklist



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1.0 SCOPE:

This specification covers design, manufacture, inspection, testing and supply of electrically operated suspended scaffolding system. The specification is for ensuring a safe and trouble free operation of Powered suspended scaffolding system used during shutdowns and overhauls, for inspection and maintenance of furnace internals of steam generator.

This is a general specification dealing with the technical Requirements of Suspended Scaffolding System. The specific Contract requirements and special requirements, if any, are specified in the enclosed annexures-1. If the scope of the Specification differs from Annexure-1, the scope of supply exclusively dealt in the contract specific requirement of Annexure-1 will be binding.

2.0 SPECIAL REQUIREMENTS OF THE SYSTEM

- 2.1 The suspended power scaffolding system shall consist of independently suspended platforms for the front / rear walls and sidewalls of boiler furnace as specified.
- 2.2 The scaffold platforms shall be modular and interchangeable construction made out of light weight material, easy for assembly inside the furnace, possible for taking inside the furnace, through an access door whose **overall opening size is furnished in the Annexure-I**. The platforms shall be easily assembled inside the furnace.
- 2.3 The suspension wire ropes will be introduced into the furnace through the furnace cable openings provided at the top of boiler and will be fastened to roof girders of boiler.
- 2.4 The suspension wire rope shall be capable to withstand temperature up to **250 Deg. C** which would be prevailing for longer duration after boiler shutdown.
- 2.5 The suspended platforms shall be operated by electric motor and climbing hoists.
- 2.6 The controls, safety devices, safety locks with necessary power supply cable, cable weight steel wire rope, secondary steel wire rope and special tools required for suspended platforms shall form part of the offer.
- 2.7 Vendor to provide suspension lugs (suitable to be welded at site) and other related items required for suspending the scaffolding at site. The lugs shall be capable of supporting four times the reaction forces imposed by the rated load on the scaffolding including scaffold self-weight.



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3.0 GENERAL REQUIREMENTS

- 3.1 All materials, components and equipments used in the design, construction and installation of suspended powered scaffolds shall meet the requirements of its specified application in accordance with good engineering practice.
- 3.2 Scaffold platforms/ropes & other components of SAE shall be capable of supporting without failure under any scenario of usage.
- 3.3 The maximum rated speed at which the suspended powered scaffold moved in a vertical direction shall be in the range of 8.0 to 9.0 meters per minute.
- 3.4 An automatic overload/under load protection device shall be provided to cut power supply to the climbing machine for travel in the up/down direction when the load applied to the climbing machine exceeds 125% of its normal tension with rated load or under load.
- 3.5 Hoist shall never come down on its own.
- 3.6 Supplier shall provide suitable arrangement to prevent suspended power scaffolds from swaying. Suspended Scaffold platforms with rollers should always be engaged with water walls of boiler furnace. This should be ensured by providing extended wall rollers if necessary to prevent swaying of the platforms.

4.0 CODES & STANDARDS

- 4.1 The scaffolding system shall be designed to meet all the safety, design & sizing requirement defined by either of the codes - **EN-1808:2015 or ANSI A10.8-2011.**
- 4.2 Vendor shall follow either of the standards as mentioned above in total for designing the suspended scaffolding system.
- 4.3 Vendor should specify which code/standard is followed in their design of the offered system by **filling Sheet-A** of this specification.

5.0 PLATFORM OF SUSPENDED SCAFFOLD

- 5.1 The platform width shall not be less than 510 mm.
- 5.2 Platforms shall be provided with guard rails, mid rails and toe boards installed on all open sides and ends. The clear vertical distance between toe board, mid rails or guard rails shall be less than 500mm. The height of the guard rails shall be not less than 1000mm and not be more than 1100mm. All rails and posts shall be suitable for easy assembly & disassembly. Hoisting machines when located at not more than 450mm from ends of platforms hoist supporting stirrups, shall be considered as end guard rails. Else separate end guard rails shall be provided.
- 5.3 Toe boards shall extend to a minimum of **150mm** above the working surface.
- 5.4 Each platform shall bear a manufacturer's load rating plate stating the maximum rated load and stating the load rating when arranged in small modules. Load rating plates shall be made of non-corrosive material and shall



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- have letters and figures that are legible.
- 5.5 Suspended Platforms shall be designed to carry the rated load. Considering **800 Kg per hoist** capacity, vendor to indicate the rated load of platforms in their drawings and technical data sheet for our review. This shall be never be less than 3 persons loading requirement. Per person loading = 120Kg.
- 5.6 The minimum load capacity of deck of platform shall be 200 Kg/m² at worst case loading zone.
- 5.7 Fabricated platforms and scaffold decks shall be designed to support, in addition to their own weight, at least four times the maximum intended load.

6.0 HOISTING MACHINES

- 6.1 Each electrically operated hoist of minimum safe working load of 800 Kgs, shall be complying with applicable international codes. Each motor shall bear a name plate, indicating the operating voltage, current rating and power rating.
- 6.2 All gearing shall conform to the applicable standards with a service factor of not less than 1.0.
- 6.3 The hoist - Electrically operated rope climbing machine shall be supplied with top limit switch. There shall be common single power control for both hoists.
- 6.4 Lubrication where needed shall be provided to assure that all moving parts of hoists are lubricated at all times.
- 6.5 Speed Reducers**
- 6.5.1 Each hoisting equipment shall be equipped with speed reducers or an equivalent to obtain mechanical advantage. Such speed reducers or other device shall contain positive type gearing such as worm gears, spur gears or bevel gears.
- 6.5.2 The speed reducer or other devices shall be directly connected to the traction sheave /drum of the hoisting equipment.
- 6.6 Primary Brakes**
- 6.6.1 Each electrically operated hoisting equipment shall be provided with a primary brake that automatically engages whenever power supply is interrupted.
- 6.6.2 The primary brake shall be rated to stop and hold 125% of its rated load of hoisting equipment.
- 6.6.3 Each primary brake shall be directly connected to the drive of the hoisting machine.
- 6.7 Fall arrest device**
- 6.7.1 Each hoisting equipment shall be provided with an automatic emergency type fall arrest device that will stop and hold at least 125% of the rated load of the hoisting machine. If such a fall arrest device is of instantaneous stopping type, then it should stop and hold its total load before the hoist travels a vertical distance of 450mm maximum.



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- 6.7.2 The fall arrest safety device shall act directly on a **secondary safety wire rope** in case of failure of the hoist or the suspensions rope. The traction hoist works on the primary suspension rope. The actuating mechanism of the fall arrest device shall be separate from the primary brake.
- 6.7.3 The fall arrest safety device shall not be used to stop and hold the hoist except under emergency situations. In normal operation, such a device shall not engage before the hoist is stopped by primary brake.
- 6.7.4 The design, installation and maintenance of every fall arrest safety device shall be such that the device is prevented from being made defective or in-operative by outside contamination.

6.8 Hoisting Drum / Sheaves

All hoisting drums/sheaves shall be of proven design through tests to have no deleterious or serious effect on the suspension wire rope.

6.8.1 Traction Drum / sheaves

- 6.8.1.1 The traction drum/sheaves shall be designed in a manner to maintain correct wire rope reeving at all times to prevent scrubbing and cross overs. They shall have a means of applying pressure on the hoist rope against the drum/sheave to ensure constant tractive force to develop the rating of the hoist.
- 6.8.1.2 The diameter of any traction drum/sheave shall not be less than 20 times the diameter of the wire rope used. If lesser diameter be used, tests shall be performed by the wire rope manufacturer or a qualified testing laboratory to determine that no deleterious effect is caused on hoist wire for the usage intended.

6.8.2 Winding Drum (If Applicable)

Each winding drum hoist shall be provided with a positive means of attachment of the suspension rope. Such attachment should develop a minimum of 80% of the rated breaking strength of the suspension rope.

6.8.2.1 Single Wrap Winding Drum

- a) Every single wrap winding drum hoisting machine shall be provided with a means of level winding of the suspension rope.
- b) Every single wrap winding drum shall be so designed that the drum will contain a minimum of four wire ropes of the suspension rope at all times.
- c) The minimum diameter of every single wrap winding drum shall not be less than 25 times of the diameter of the suspension rope used.

6.8.2.2 Multiple wrap Winding Drum

- a) Every multiple wrap winding drum hoisting machine shall be provided with a means for level winding of the suspension rope.



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- b) Every multiple wrap winding drum shall contain not less than four wraps of suspension rope at all times.
- c) The minimum diameter of every multiple wrap winding drum shall not be less than 10 times the diameter of the suspension rope used.

6.9 Electrical Wiring And Equipment

- 6.9.1 The electrical wiring and controls shall comply with governing codes, ordinances and regulation such as Low Voltage Directive 5006/95/EC, NFPA, NEC, National Electrical Manufacturers Association Regulations etc.
- 6.9.2 The power supply shall be 415 VOLTS, AC three phase 50Hz.
- 6.9.3 The power supply cable to any hoisting machine shall contain a separate conductor which will serve as a ground connection for the hoist.
- 6.9.4 Strain relief devices shall be provided for cables supplying power to hoisting machines. Such devices shall be located at the suitable places where the cables are plugged in at the cable connections on the hoists.

6.10 Hoisting Machine Controls

- 6.10.1 Hoisting machines shall have common control for each platform. If the control is of push button type, it shall be of the constant pressure. If it is fixed position type, it must have the provision for automatic locking when in the "OFF" position, or by means of guards against accidental actuation. The lever type control can be of the constant pressure type or of the fixed position type.
- 6.10.2 All hoist shall have a manually operated system that allows controlled descent of the scaffold in case of power failure. This **no-power decent** system shall be such that the controlled speed is lower than the tripping speed of the fall arrest device.
- 6.10.3 For a multi-point suspension, all the hoisting machines shall be synchronised and control shall be centralized with safety switch.
- 6.10.4 An **Anti-tilt device** shall be provided for the suspended platform with multi point suspensions.

7.0 SAFETY BELTS AND ANCHOR POINTS

- 7.1 Each workman on a suspended powered scaffold shall be provided with an approved safety belt with a lanyard of not more than 1.5 meters in length. The lanyard shall be attached to the safety belt with a self-closing safety hook. The scaffold needs to have anchor points for eventually attaching the other end of the lanyard.
- 7.2 The suspended powered scaffold shall be equipped with Overload Protection system and overload indicator.



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8.0 ROPES

- 8.1 Suspended powered scaffolds shall be suspended by wire ropes. The minimum grade of the wire rope shall be of improved plough steel. (galvanized)
- 8.2 The suspension wire rope shall be covered with insulating material at least 1.2 Mtr above the hoist to prevent possibility of the welding current arcing through the suspension wire rope during the course of welding, scarfing, etc.
- 8.3 Reverse bends in rope arrangement shall be avoided.
- 8.4 The minimum factor of safety of the wire rope shall be 6. Each wire rope used for scaffold suspension shall be capable of supporting at least six times the rated capacity of the hoist.

8.5 Fastening:

- 8.5.1 Babbitted and zinc sockets for wire ropes are prohibited.
- 8.5.2 Swagged attachments or spliced eyes are acceptable for fastening of wires.
- 8.5.3 Wire rope clips with twin base type shall be used and shall be installed as per the wire rope clip manufacture's recommendation.
- 8.5.4 All fasteners shall have anti-corrosion protection and develop at least 80% of the wire rope rated breaking strength.

8.6 Ropes in Traction Drum /sheave Type

- 8.6.1 On traction drum /sheave applications, provisions shall be made to prevent the machine from running off the wire rope.
- 8.6.2 The wire rope shall be of such length that the operator can lower to the lowest point of travel with out end of the wire rope passing through the traction drum/sheave hoist.

8.7 Winding Drum Type (If applicable)

- 8.7.1 Winding drums shall have at least four turns of rope remaining when the platform has landed at the lowest possible point of its travel.

9.0 MULT POINT SUSPENDED POWERED PLATFORM

- 9.1 The scaffold shall be suspended by more than two (2) independent wire ropes.
- 9.2 The scaffold shall be provided with hoisting machines complying with clause 6.0
- 9.3 The stages shall be supported by galvanized steel stirrups.
- 9.4 Hoisting machine wire ropes shall conform to clause 8.0
- 9.5 Guard rails, mid rails and toe boards shall conform to clause 5.0
- 9.6 Anti-tilt device shall be included.
- 9.7 Both hoisting machines shall be operated from the center of platform in a centralized fashion.

10.0 INSPECTION

- 10.1 All test certificates shall be furnished for buyer's reference and records.
- 10.2 All suspended power scaffold installations shall, on their completion and before being placed in service, be subjected to inspection by BHEL inspector or BHEL nominated inspection authority during manufacture/testing stages, to determine



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that the assembly conforms to applicable requirements. Hoist machines shall be inspected and tested in accordance with the manufacturer's recommendation.

- 10.3 Scaffolds (platform) & hoist machine shall be inspected and tested as per approved quality plan. The certificates and documents generated during inspection of above shall be furnished.

11.0 SPECIAL NOTES SUPPLEMENTED TO TECHNICAL SPECIFICATION

- 11.1 Supplier shall quote for recommended spares for three years trouble free operation separately.
- 11.2 Supplier shall furnish motor specification.
- 11.3 Sufficient number of packages of portable sizes to carry the components in fields shall be offered.
- 11.4 The size and locations of cable opening will be furnished for individual project by BHEL. Offer shall include the cable support details envisaged by supplier.
- 11.5 The procedure and support details of the false platform to be laid down before the assembly of suspended powered scaffolds shall be included in the offer with sketches.
- 11.6 The maximum temperature to which the rope shall be exposed for longer duration shall be specified.
- 11.7 Necessary provision shall be provided to keep the suspension ropes separate without twist.
- 11.8 Cable weights shall be provided suitably for secondary wire ropes.

12.0 GUARANTEE

- 12.1 The offered system shall be guaranteed for 18 months from the date on which the equipment / system is put into use (by the end user) or 24 months from the date of supply whichever is earlier against defective design, defective material usage, defective workmanship, defective packaging and forwarding.

13.0 DOCUMENTS TO BE SUBMITTED BY VENDOR

13.1 DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER:

- 13.1.1 Product literature and drawings in support of the offer shall be submitted with the quotation to evaluate the offer.
- 13.1.2 Weight of individual major components as per the scope of supply shall be indicated in the drawing as bill of material (BOM).
- 13.1.3 The quality plan for the product under supply shall be furnished along with the offer.
- 13.1.4 General arrangement drawing with plan, elevation, and end view along with major dimensions and weight particulars.
- 13.1.5 Electric wiring diagram / circuit diagram as per clause 6.9 of this specification.
- 13.1.6 Filled in sheet-A of this Specification indicating the standards followed.
- 13.1.7 List of Initial spares (if any) to be supplied along with SAE.



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13.1.8 Design calculations

13.1.8.1 Vendor to provide calculations to justify the following:

- a) Minimum load capacity of each offered suspended platform.
- b) Selection of Rated Load for each offered suspended platform.
- c) No. of person loading.
- d) Suspended platform structural calculation
- e) Calculation of suspension lugs.

13.2 DOCUMENTS TO BE FURNISHED AFTER AWARD OF CONTRACT

13.2.1 Packaging procedure detailing the list of components shall be dispatched individually with identification and with preservation and storage.

13.2.2 SAE - Data sheet including drawings and design information shall be submitted to get approval from End user/owner of the boiler.

13.2.3 SAE – CERTIFICATES

13.2.3.1 Test certificates shall be furnished before dispatch of components.

13.2.3.2 A certificate for the components' safety from Safety Steward of the country of make shall be provided.

13.2.3.3 Test certificate for the following shall be furnished.

- a) Material test certificate for all the major components.
- b) Shop test certificates for safety devices.
- c) Performance TC for the intended duty conditions.
- d) Quality Control/Inspection documents generated during the stages of inspection, performance inspection, and final inspection.

13.2.3.4 Guarantee certificate shall be furnished by the vendor.

13.2.4 Operation & Maintenance (O & M) Manual

13.2.4.1 No of copies of manual: 3 Sets + 3 CD ROMS / USB drives.

13.2.4.2 The size of manuals should be in correct A4 size with drawings in A3 size. Large size drawings (greater than A3 size) shall be reduced to A3 size and inserted.

13.2.4.3 Drawings shall be of printed or laser prints only.

13.2.4.4 Spiral or comb bound copies should be totally avoided.

13.2.4.5 If manuals are supplied in folders, the folder should have 3 hole punching system.

13.2.4.6 O & M manuals, should be submitted to BHEL/Tiruchirappalli prior to dispatch of the equipment.

13.2.4.7 Manual, generally should contain the following:

- a) Data sheet
- b) Brief description
- c) Operation



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- d) Maintenance (including lubrication, where necessary) & service, recommended spares for 2/3 years trouble free service.
- e) Bill of Materials
- f) Assembly drawings with part list, dimensional drawings and other applicable drawings.
- g) Manual should pertain only to the type or model supplied for this contract.
- h) Drawings and catalogues
- i) Sequence of erection and dismantling
- j) Erection instruction
- k) List of tools and tackles
- l) Critical checks and permissible deviations/tolerances
- m) Procedure/checklist for commissioning the system
- n) Procedure for initial checking after erection
- o) Trouble Shooting

14.0 GENERAL:

- 14.1 The language used shall be “English only” in offer, O & M manual, Labels, Drawings etc.
- 14.2 For equipment and other special requirements refer Annexure-I to this specification.



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15.0 SHEET-A: STANDARD / CODE CHECKLIST

DESCRIPTION	CODE FOLLOWED (Vendor to fill and submit)
PLATFORM OF SUSPENDED SCAFFOLD	
RATED LOAD OF SUSPENDED PLATFORM	
HOISTING MACHINES	
POWER SYSTEM FOR HOISTS	
CONTROL SYSTEM FOR HOISTS	
SAFETY AND CONTROL OF SUSPENDED PLATFORM	
WIRING AND EQUIPMENT	
SUSPENSION ROPES	

/ On Bidder's office letter pad /
Self-Declaration – Make In India Format(Indigenous Suppliers)

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & order 04.06.2020 issued by DPIIT

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

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

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

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

For Company Name:


Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT		Doc.No. : ISMS-04/TP/011	
			Ver. No: 3.0	Rev. No: 00
			Date : 27 - 10 - 14	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20____.

Name

Company

Signature

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. 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 _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) 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 Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. 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.

3. 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. _____.

4. 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.

5. 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.

6. 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.

7. We.....BANK 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.

8. 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.

9. 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.

10. 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.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

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

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)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.

14. 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)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL 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

List of Consortium Banks	
Sl. No.	Name of the bank
1.	State Bank of India
2.	Canara Bank
3.	Axis Bank
4.	Bank of Baroda
5.	Central bank
6.	Citi Bank N.A.
7.	Deutsche Bank
8.	Exim Bank
9.	Federal Bank Limited
10.	HDFC Bank Limited
11.	Hongkong and Shanghai Banking Corporation Limited
12.	Indian Bank
13.	ICICI Bank Limited
14.	IDBI Bank Limited
15.	IndusInd Bank Limited
16.	Indian Overseas Bank
17.	Kotak Mahindra Bank Limited
18.	Punjab National Bank
19.	RBL Bank Ltd.
20.	Standard Chartered Bank
21.	Union Bank of India
22.	Yes Bank Limited