CMM-Steel Division, Administrative Building, Second Floor, BHEL, Piplani, Bhopal- 462022

Special Terms And Conditions Of Enquiry E1443064 for supply of Cold rolled Grain oriented (CRGO) laminations on finished and stacked on labour basis

Scope of Enquiry:

This NIT will govern technical and commercial terms except price for supply of Cold rolled Grain oriented (CRGO) laminations on finished and stacked on labour basis in domain refined grades of Grade 23HP85d,23HP80d or any Hi-B grades for requirement of BHEL Bhopal as per BHEL spec.BP10984 and as per core computer drg.34987000210 and enclosed annexure under enquiry.

Slitting/Cutting / cropping of CRGO Coils (Total cut laminations quantity: 3 sets of 102565 kg each; total quantity for 3 sets is 307695 Kg +1% variation) are to be made from CRGO steel grades as per BHEL Slitting/Cutting plans issued for PGCIL work orders. CRGO Coils would be supplied by BHEL of POSCO Make and Slit Offcuts X-Rolls and Scrap would be retained by the vendor only and cost of same shall be paid to BHEL, Bhopal as per this NIT terms. BHEL will given the reserve rates of X-rolls as Rs 151 per kg & scrap as Rs 33.50 per kg with this tender enquiry and vendor would be allowed to quote final derived rate considering prices of X-rolls & scrap above these reserve rates only.

Scope of work on labour basis as per technical specification on "FIRM BASIS F.O.R. Destination to BHEL Bhopal" inclusive of packing & forwarding, To & Fro Transportation charges (Lifting of raw material and supply of finished laminations), Insurance of 100% material (FIM) value on behalf of BHEL (Beneficiary) to be ensure & done by vendor. GST shall be paid extra.

Annexure- I Technical terms and conditions			
S No	BHEL Term & Condition	Suppliers Respons	
1	Technical terms and condition detailed herein along with BHEL specifications mentioned will govern supply of CRGO laminations on finished and stacked on labour basis.	Agreed	
2	This is a Two- part bid enquiry. Part 1 of the bid shall form the Tehcno-commercial part and part 2 shall be the price bid part. BHEL shall evaluate the financial bid only through price bid opening of techno commercially qualified bidders.	Agreed	
3	Vendors will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other vendors(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 vendor is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	Agreed	
4	Acceptance to quote rates in this tender enquiry on overall basis per set. Vendor has to quote single rate (H1) which will be calculated as per formula given below. This quoted rate will be based on three different rates- labour rate (R1), Ex-rolls coils (R2) and scrap (R3), for total finished CRGO laminations to be supplied to BHEL, Bhopal as per drawing weight (with tolerance -0/+1%) or actual weight of Q1 (cut lamination), whichever is lower. BHEL would give the reserve rates of X-rolls & scrap i.e., R2 an R3 and vendors are allowed to quote higher than the reserve prices only. Total bare CRGO coils weight issued by the BHEL shall be treated in three categories after cutting / cropping of the finished CRGO laminations for 3 sets as follows: 1) Weight of CRGO Finished laminations of the JOB- Q1; which is 307695 Kgs in this tender. 2) Weight of CRGO scrap off cut rolls- Q2 which is 78408 Kgs in this tender 3) Weight of CRGO scrap sheets of various shapes-Q3 which is 8319 Kgs in this tender. The total weight of the above (Q1+Q2+Q3) must match with the weight of CRGO coils supplied by the BHEL which is 394422 Kgs. One set quantity can be derived by dividing the three sets quantity by three. Scrap generated for manufacturing of CRGO laminations as per drawing will be categorized in two categories-Slit/Offcut Ex- Rolls and scrap which are to be retained by the vendor and cost of which as per agreed rates will be paid to BHEL, Bhopal by vendor. Quantity of CRGO coils, cut laminations, X-rolls and scrap will be as per cutting plan furnished by BHEL with this tender, deviation in quantity will not be acceptable. Bidders have to provide break-up in following three rates in price bid:- 1) Labour rate considered as rate 'R1'. 2) Slit / Offcut Ex-rolls – Rate 'R2' in the formula (Rate quoted shall be above reserve price given by BHEL) 3) Scrap rate - rate 'R3' in the formula (CRGO in sheet form i.e. triangular, circular, rectangular or square etc.) (Rate quoted shall be above reserve price given by BHEL)	Agreed	

Contract will be awarded to the vendor with highest price bid. Rate shall be quoted in Rs/kg and successful bidder will have to furnish break-up of all three rates. PO will be issued for the quantity of CRGO laminations on basis of the final labour rate agreed by successful bidder. Separate invoice will be issued by BHEL for the quantity of Slit Off cut X-Rolls and scrap generated at the agreed rates for which supplier will have to make payment to BHEL. Invoice will be generated after supply of laminations and vendor have to deposits cost of X-rolls and scrap immediately as per agreed terms. Vendor's invoice for					
_	be processed only after vend rate and amount to be depo			a serap.	
	nce of finally agreed H1 rate	s by the H2,H3,H4			
BHEL will extend the bidders agree	king . In case counter offer to the same to H3 and beyond to for counter-offer acceptance of Illustation for quantity dis	ill the acceptance e, the share of orig	is achieved. In o ginal H1 bidder	case none of will be	Agreed
BHEL will extend to the bidders agree enhanced to 100% No of qualified	he same to H3 and beyond t for counter-offer acceptance	ill the acceptance e, the share of orig tribution will be as	is achieved. In o ginal H1 bidder	case none of will be ow:	Agreed
BHEL will extend to the bidders agree enhanced to 100%	he same to H3 and beyond t for counter-offer acceptance 5. Illustation for quantity dis	ill the acceptance e, the share of orig tribution will be as	is achieved. In oginal H1 bidder is suggested below.	case none of will be ow:	
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No of qualified bidders 1 2 3,4 and so on	he same to H3 and beyond to for counter-offer acceptance. S. Illustation for quantity dis Share of H1 100% 100%	ill the acceptance e, the share of orig tribution will be as Share of H2	is achieved. In orginal H1 bidder is suggested below. 2 (Subject to accerate) 33%	case none of will be ow:	
No of qualified bidders 1 2 3,4 and so on	he same to H3 and beyond to for counter-offer acceptance. S. Illustation for quantity dis Share of H1 100% 100% 67%	ill the acceptance e, the share of orig tribution will be as Share of H2	is achieved. In orginal H1 bidder is suggested below. 2 (Subject to accerate) 33%	case none of will be ow:	
No of qualified bidders 1 2 3,4 and so on Illustation for qua	he same to H3 and beyond to for counter-offer acceptance. S. Illustation for quantity dis Share of H1 100% 100% 67% ntity distribution set wise were	ill the acceptance e, the share of orig tribution will be as Share of H2	is achieved. In orginal H1 bidder is suggested below: 2 (Subject to accerate)	case none of will be ow:	Agreed

		-
7	FIM (Free Issue Material): The raw material (RM)- CRGO coils will be issued as per A-form for the item(s) described in enquiry. RM will be issued as Free-Issue-Material (FIM) by BHEL Bhopal under GST rule 55 (1) -(b), (c) & (d) of CGST Rules 2017- against valid Bank Guarantee and Under Taking covering cost of material proposed to be issued. Solvency certificate is also to be submitted by the supplier. Cost of any other input shall be borne by the supplier and is deemed included in your scope of supply/quotation. Cost of RM will be as per A-form Free-Issue-material (FIM) will be issued by BHEL under GST rule and the supplier will have to supply back the material after completing the required operations within the stipulated period and return the duplicate copy of GST challan to BHEL along with supplies as per GST rules applicable during the period or as amended by GST rules from time to time, failing which the amount of GST tax & penalty paid by BHEL shall be recovered from supplier. Vendors should submit the statement of material issue & supply i.e. FIMS to CMM-Steel duly filled and signed by him/ her & indenting department (TRM-Planning) along with every invoice for material re—conciliation.	Agreed
8	MATERIAL ACCOUNTAL: - a) It shall be the responsibility of vendors to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises. b) Free issue Material accountal (FIMS) shall be submitted by the vendor along with each supply. In case vendor fails to liquidate material accountal within one year / stipulated period or as per the GST rules from the date of issue of material, then BHEL may recover the cost of material along with applicable taxes as mentioned in A-form.	Agreed
9	Rejection & Replacement of material: a) The cost of raw material, if damaged/ rejected/ stolen etc. during transportation / at vendor works, shall be recovered from the supplier bills/ bank guarantee along with GST or taxes as per govt. norms as per the rate declared in "A" FORM or actual assessed cost by BHEL whichever is higher will be deducted from supplier bills/ bank guarantee/ or any other mode. b) Vendor will have to arrange Insurance for value of 100% of the raw material-CRGO coils issued with BHEL Bhopal as beneficiary before lifting any coils from BHEL Bhopal premises. In case of damaged/ rejected/ stolen etc., vendor should provide all original insurance along with supporting documents and details to lodge claim with the insurance company. In case of claim rejection by insurance, BHEL reserves the right to recover cost from vendors' bills as mentioned above. c) Safe storage of free issue material shall be the responsibility of the vendor. Vendor shall take necessary measures to prevent any type of loss including any loss during processing of CRGO laminations, cost for which shall be recovered from the vendor. d) Material shall be tested by BHEL QC after receipt at BHEL for clearance to start the core building. e) Final inspection for acceptance of material shall be at BHEL works after testing in presence of BHEL and PGCIL/customer (if required) representative during core building satge.	Agreed

10	Security against Free issue material: Security against Free issue material shall be 10% of value of free issue material i.e approx Rs 50.42 Lacs per set. Material value shall be indicated in A-form. Security against Free issue material can be furnished in the following forms: a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). e) Insurance Surety Bond.	Agreed
11	In case of "Security against material" is in the form of Bank Guarantee or Insurance Surety Bond, the claim date shall extend beyond a minimum period of 3 months from validity date. The BG is to be furnished in prescribed Performa and from BHEL approved Banks only. List of banks and format of BG is attached along with the annexure. a) All vendors have to necessarily submit following documents in addition to the Secuirty against material for issue of material: b) "UNDERTAKING FOR FREE ISSUE MATERIAL" on plain paper / letter head from vendors to be submitted c) Solvency certificate of equivalent amount of free issue material.	Agreed
12	Forfeiture of Security against material: The security against material will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. the breach of contract may be due to non-returning, rejection of material etc.	Agreed
13	PGCIL approval letter: CRGO lamination processor shall have valid PGCIL approval for 500MVA / 765KV class of transformer on tender opening date of this enquiry for consideration of offers submitted against this enquiriy. Any change in PGCIL status shall be immediately informed to BHEL. Vendors approved by M/s PGCIL and if validity extension is pending with PGCIL shall be considered for further consideration)	Agreed
14	Laminations are to be cut on CNC cropping line only. CRGO laminations are to be made as per BHEL drawing provided for each purchase order.	Agreed
15	Number of sheets specified per stack per width should be ensured. Stack height is very importance and to be maintained. Clarification should be immediately taken from Transformer Engineering division of BHEL Bhopal, if stack height is not achieved. If total weight of laminations required exceeds PO quantity with permissible tolerance, prior approval shall be obtained from Transformer Engineering.	Agreed

16	All the limbs, center leg, side leg, yoke and fishes shall be supplied duly stacked in ready to build to core condition. Clarification, if any, to be taken from TRM BHEL Bhopal.	Agreed
17	Quality Plan: Tolerance and burr level should be as per enclosed drawing TR10141C Rev 09, BHEL QA plan no. QC/TCB/QAP-BO/02 Rev02 dated 18.04.2024 to be followed. Additional manufacturing quality plans if any as per project specific requirement is to be followed and will be provided to vendor at the time of PO placement. PGCIL QAP plan for 500/765kv class is also applicable.	Agreed
18	Packing: a) Sea Worthy packing to be done for the finished CRGO laminations to avoid any rusting during transit & storage. Laminations to be supplied in metal / wooden pallets on returnable basis. b). Net weight & Gross weight will be cleary marked on each pallet. BHEL can check & verify the net weight & gross weight on random basis. In case of any discrepancy, Price implication on whole lot will be calculated on prorata basis and will be payable by vendor.	Agreed
19	Inspection and Test certificates: a. Supplier shall present BHEL issued Mill TC of CRGO coils before processing of job for approval from PGCIL. b. BHEL reserves the right to get the material source inspected through its own Engineers / Customer/ Third party inspection agency. Inspection is to be done before (of mother CRGO coils) and after processing (of finished laminations). BHEL may depute person during process of material slitting/cutting/cropping at any time (round the clock also) and for any duration at vendor works for inspection/quality assurance of material. c. Third party / Customer inspection charges for testing of samples outside the bidder's premises if called for by customer will be at BHEL Bhopal free of cost.	Agreed
20	Supplier shall enclose one copy of test certificate as per above along with dispatch documents to facilitate clearance/ acceptance of finished laminations.	Agreed
21	Supply Capacity: Vendor to ensure sufficient capacity is reserved for BHEL to meet delivery requirement. Normally, in case of labour-basis jobs vendors are expected to lift material immediately without any reminders from BHEL.	Agreed

S. No	Anenxure II- Commercial Terms and Conditions BHEL Term & Condition	Supplier's Response			
1	General terms and conditions of enquiry will be as per BP 200102B (latest revision applicale) of BHEL Bhopal as could amended from time to time and mutually agreed upon. BHEL reserves the right to take suitable legal action in case of default.				
2	Rate: Rates quoted should be on firm basis with delivery at BHEL Bhopal plant (FOR destination) quoted price which inclusive of freight, transit insurance etc.	Agreed			
3	Delivery period shall be as per below (a) Delivery period shall be within 35days from lifting last raw material (lot-wise), OR (b) 45days from email intimation of raw material readiness /PO date, whichever is earlier. Early deliveries will be acceptable with mutual consent. (c) For PGCIL jobs wherever PGCIL inspection is called for, the delivery date shall be reckoned 30 days from the date of raw material inspection clearance (CIP-A) at vendor works by M/s PGCIL.	Agreed			
4	Payment terms: Payment shall be 90 days (45 days for Micro & Small manufacturer and 60 days for Medium manufacture) from receipt and acceptance of material (CRGO laminations) at BHEL. Payment for labour-basis, PO will be made as per in General Terms and Conditions BP 200102B (latest revision applicable). No advance payment terms will be accepted. PO will be issued for the quantity of CRGO laminations on basis of the final labour rate agreed by successful bidder. Separate invoice will be issued by BHEL for the quantity of Slit Off cut X-Rolls and scrap generated at the agreed rates for which supplier will have to make payment to BHEL. Invoice for X-rolls and scrap will be generated after supply of laminations and vendor deposits cost intimated by BHEL for X-rolls and scrap. Vendor's invoice for labor charges will be processed only after vendor deposits the cost of X-rolls and scrap. Quantity of scrap, rate and amount to be deposited will be conveyed by BHEL within 5 (five) bank working days of SRV clearance of cut laminations (last finance date among SRVs of supplied material pertaining to complete one set) and vendor will be given 7 (seven) bank working days to deposit the amount from intimation date. For delay in payment of X-rolls and Scrap beyond 7 (seven) bank working days from intimation, BHEL will charge interest @ SBI base rate + 6% p.a. intimation will be issued within 5 (five) bank working days of SRV clearence of material cut laminations (last finance date among SRVs of supplied material pertaining to complete one set) supplied.	Agreed			
5	Penalty for late delivery: Penalty shall be levied at the rate of 0.5% per week subject to a maximum of 10% of the labour basis PO value to the extent of actual quantity delayed, if the delivery period required is not met. For delay in payment of X-rolls and Scrap beyond 7 (seven) bank working days from intimation, BHEL will charge interest @ SBI base rate + 6% p.a. Intimation will be issued within 5 (five) bank working days of SRV clearence of material cut laminations (last finance date among SRVs of supplied material pertaining to complete one set) supplied.	Agreed			
6	Taxes & Duties: - a) Applicable duties & taxes which BHEL is required to pay, should be clearly declared considering the offered validity and quoted delivery period. Otherwise BHEL will not be responsible for payment of any kind of duties & taxes.				

	b) Taxes and duties will be paid extra as applicable on the date/dates of contractual delivery or actual delivery whichever is lower.	
	c) Vendor to ensure timely remittance of SGST/UGST, CGST, IGST as applicable in time as per law.	
	 d) Vendor has to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable. e) Vendors to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice. f) Vendor to submit invoices compliant with GST invoice Rules. 	
	g) Vendors to comply with all statutory provisions as may be applicable at the time of dispatch / sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which	
	may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.	Agreed
		7.51.000
	h) Vendor to ensure TAX INVOICE submission along with consignment. i) In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, vendors have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the vendor on submission or delivery of material / services the same shall be passed on to them. j) In respect of free issue material by BHEL, vendors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the vendor, the additional financial implications on BHEL shall be passed on to the vendor. k) Vendors to provide the applicable HSN / SAC codes as called for in the enquiry. l) As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL. m) Taxes and duties will be paid extra as applicable on the date/dates of contractual delivery or actual delivery whichever is lower.	
7	Validity of offer: Offer against the tender shall be valid for a minimum period of 45 days from enquiry due date.	Agreed
8	Other requirements: a) The vendor shall maintain proper account of receipt of different items of for lamination or raw material. b) If it becomes essential to reverse the ITC credit availed by BHEL due to failure of the vendor to complete the job within a period of stipulated period under the GST Rules, the amount so reversed shall be recovered from the vendor's bills to avoid penal action. Apart from above, the liability arising by way of payment of duty on the value equivalent to the value of the labour goods intended to be manufactured at vendor's premises shall also rest with the vendor and shall be recovered from vendor. c) This limit of stipulated period has however nothing to do with the delivery required by BHEL and the vendor will be deliver within the contractual delivery period falling which penalty shall be levied as mentioned elsewhere in these conditions.	

	d) The vendor shall follow complete procedure required by the GST rules for such works. e) It must be clearly understood that BHEL shall not bear any loss of ITC benefit on account of failure of the vendor to comply with GST rules or regulations and shall recover amounts which may become payable by BHEL to GST authorities due to vendor's default. f) BHEL may take suitable action as per extant "Suspension of Business Dealings Guidelines with Suppliers and Contractors" if contractual obligations (including timely delivery) are not fulfilled. g) BHEL shall be at liberty to take action as per policy for BHEL's policy for breach of contract if delivery commitment is not met h) Finished laminations manufactured from raw material issued by BHEL Bhopal is to be returned back to BHEL within stipulated time as mentioned in GST rule / as per the norms. Otherwise, added financial burden owing to GST norms shall be passed on to vendors' accounts.	Agreed
9	Without assigning any reasons thereof, BHEL reserves the right to cancel: (a) Its requirement in part or full at any stage of the tender finalization or even after finalization of tender. (b) And divert order(s) in case of non-submission/delay in submission/in-sufficient amount of bank guarantee (BG) and under taking to other suppliers (s) without assigning any reasons thereafter applicable for Labour basis PO's.	Agreed
10	Supplier has to maintain the duly updated register to keep the following records: a) Material (CRGO coils) received from BHEL (SMIV/ PMIV No. date/ PO No. etc.). BHEL material is to be kept in separate place/ location to prevent mixing with other customer's material. b) Record of finished material (CRGO laminations) supplied to BHEL. c) Record of Slits/ Off-cuts X-rolls and Scrap generated from CRGO coils supplied by BHEL and retained by supplier. d) Calibration & certificate of all weighing machines should be available with all vendor.	Agreed
11	BHEL/ BHEL's customer has right to audit the vendor works at any time to see the process /cleanliness / material stocking / material verification/ location of material stock etc. If anything found unsatisfactory, BHEL may take appropriate action as deemed fit. Supplier's "Identification Tag" is required inside the packing also in addition to outside packing. When the finished material is received from supplier, QC has right to check 100% material. If bend / dent and high burr level or any other quality problem is found, then material will be rejected and supplier have to take back the material within 3 to 4 days and return the rectified finished material. Supplier should unload the material in TRM division only after clearance from QC.	Agreed
12	Progress report – Progress report will be required to be sent every week without fail by e-mail to achiranjeevi@bhel.in, jtanwani@bhel.in, dst@bhel.in, ashijain@bhel.in atul_kumar@bhel.in, deepakkumar.r@bhel.in, dharmendra2000@bhel.in indicating the status of each purchase order and hold up points, Please indicate your e-mail address in your offer without fail.	Agreed
13	Apart from the above, terms & conditions of indigenous enquiry and purchase order issued by material management department vide BP 200102B (latest revision) and BP205315 (latest revision) respectively will also be applicable. BP 200102B (latest revision) are available on B2B website also and suppliers/bidders are advised to refer to it for terms and conditions.	Agreed

l. No.	No. Particulars- BHEL Tender Requirements		
		Acceptance	
1	Whether you will quote on basis of FOR BHEL BHOPAL- inclusive of packing & forwarding, Insurance, To & Fro Transportation charges (Lifting of raw material and supply of finished laminations). rate exclusive of GST only.	Accepted	
2	Confirmation of quoting rates per clause 4 of Annexure-I	Accepted	
3	Acceptance for supplying quantity of cut laminations -Q1 i.e. 307695 Kgs+1% tolerance	Accepted	
4	Confirmation- the UOM (Unit of Measurement) & currency in which you have quoted i.e. INR / kg. (Quoted rate H1 to be derived from individual rates R1: Labour rate, R2:Slit / Offcut Ex-rolls rate, R3: Scrap sheet rate. R1, R2 and R3 break-up also to be furnished by vendor).	Accepted INR/kg	
5	Acceptance for quantity of Slit Off cuts- X rolls (for which cost to be paid to BHEL)- Q2 i.e. 78408 Kgs and to quote X-Rolls rate R2 above reserve price given by BHEL-(Q2 and reserved price for R2 have been furnished with the enquiry)	Accepted	
6	Acceptance for quantity of scrap (for which cost to be paid to BHEL)- Q3 i.e.8319 Kgs and to quote Scrap rate R3 above reserve price given by BHEL - (Q3 and reserve price for R3 have been furnished with the enquiry)	Accepted	
7	Acceptance for evaluation of tender on derived rate as per following formula Derived H1 rate = {(Slit Off cut Ex-rolls weight Q2 X Rate R2) + (Scrap sheets weight Q3 x Rate Q3) } – (total weight of CRGO Laminations Q1 x labour rate R1)	Accepted	
8	Acceptance for payment of X-Rolls and scrap as per clause 4 of Annexure II	Accepted	
9	Copy of approval letter from M/s Power grid Corporation of India Ltd (Up to 765 Kv class) -	Accepted	
10	Confirmation for delivery period as per clause 3 of Annexure II	Accepted	
11	Confirmation for acceptance of Penalty clause as per GTC BP 200102B and clause 5 of Annexure-II	Accepted	
12	Acceptance to general terms and conditions as per Annexure BP 200102B (latest revision) are available on B2B website also and suppliers/bidders are advised to refer to it for terms and conditions	Accepted	
13	Acceptance of inspection by BHEL/ BHEL's customer as per clause 19 of Annexure I	Accepted	
14	Acceptance of standard payment term of BHEL as per General Terms and conditions and clause 4 Annexure II	Accepted	
16	Validity of rate quoted for the tender will be 45 days from the due date of part 1 bid of the enquiry.	Accepted	
17	Acceptance to submit BG, undertaking for FIM and the solvency certificate as per clause no 10 and 11 of Annexure I	Accepted	
18	Acceptance to Conflict of Interest clause as per GTC BP 200102B	Accepted	

19	Acceptance to Fraud Prevention Policy as per GTC BP 200102B	Accepted
20	Acceptance to Model Conciliation Clause for Conduct of Conciliation under the BHEL	
	Conciliation Scheme, 2018 as per GTC BP 200102B	Accepted
21	MSME status of vendor	Tick appropriate
		Micro:
		Small:
		Medium:
		Large Scale
		Manufacturer
22	Single point contact for BHEL Order processing	Person Name,
		Mobile No. & Email
		ID is to be
		furnished
23	It may be noted that while arriving the cost to be paid by the vendor to BHEL, actual quantity	
	of CRGO coils issued by BHEL and actual quantity of CRGO lamination supplied by the vendor	
	limited to +1% quantity tolerance shall be considered for arriving the weight of scrap i.e. Q3	Accepted
	keeping Q2 constant.	
24	Compliance Of PQR Condition:	Yes

Pre-qualification criteria:

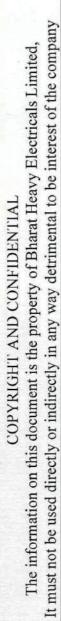
Sl.	Description of pre-qualification requirement	Ver	dor's Response
No ·		Complied (YES/NO)	Supporting Documents required to accept compliance
1	CRGO lamination processor shall be approved by 500MVA /765 kv class by M/s. PGCIL on tender opening date. (Approval letter by M/s PGCIL for 765kv class to be furnished along with tender documents		

वर्षान म

At Stulze

FREE MATERIAL ISSUE SUMMERY

(A) Total CRGO coils to be Issued	=	1 SET 131474	KG A	3 SETS 394422 KG
(B) Net Finished Weight of lamiantions.	=	102565	KG B	307694 KG
(C) Ex-rolls generated as indicated in cutting plan,	=	26136	KG C	78409 KG
(D) Total Slitting/Cropping scrap	=	2773	KG D	8319 KG





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SUPERSEDES BP 10984 Rev 04

COLD ROLLED GRAIN ORIENTED SHEET STEEL 23HP85d

1 GENERAL:

This specification governs the quality requirements of double side insulated, cold rolled, grain oriented magnetic steel sheets of thickness 0.23mm manufactured by means of laser scribing or plasma flame irradiation or any equivalent process.

2. APPLICATION:

Used in transformer cores.

3 CONDITION OF DELIVERY:

Cold rolled and annealed.

The sheet shall be supplied in side trimmed continuous coils, with insulation coating on both sides, as specified in clause 6.

4 COMPLIANCE WITH NATIONAL STANDARDS:

This standard is based on IS:3024

5. DIMENSIONS AND TOLERANCES:

5.1 Sizes:

The steel sheet shall be supplied to the dimensions specified on the order.

5.1.1 Thickness:

The thickness of the sheet shall be 0.23 mm.

5.1.2 Width:

The nominal standard width of the coil shall be 790, 840, 915 or 1000 mm.

The order shall clearly specify the width of the coil required.

5.1.3 Weight:

The nominal weight of the coil shall be between 1800 - 2500 kg.

Revision : Reviewed and	l brought upto date.	Issued by: STANDARDS AND MATERIALS GROUP TECHNICAL SERVICES DEPRTMENT
Rev. 05	Date: 08.02.2023	Date of first Issue: 19.07.1979



BP 10984

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5.2 Tolerances:

5.2.1 Thickness:

Tolerance on thickness when measured with a contact micrometer at any location, not less than 9.5 mm from an edge shall not deviate more than \pm 0.025 mm from the average thickness of the test lot or coil. The outer limits of acceptable thickness shall be within the range of 0.190 to 0.254 mm.

5.2.2 Width:

The tolerance of width for side trimmed coil shall be -0 and +3 mm.

5.2.3 Edge Camber:

The deviation of a side edge from a straight line over 2440 mm length or fraction there of shall not exceed 3.2 mm.

5.3 Waviness:

Sharp, short waves and buckles are extremely detrimental to the effective use of grain oriented electrical steel in flat laminations and shall be avoided in the delivered materials.

For material of width greater than 150 mm, the deviation from flatness (Wave Factor) expressed as a percentage, shall not exceed 1.5 %.

6. MANUFACTURE:

The sheet shall be of low carbon, silicon steel having silicon content around 3.15%. High permeability and low core-loss in the direction of rolling is to be achieved by appropriate metallurgical processes.

The thermally flattened material shall be coated with an inorganic surface coating type C2 and an inorganic surface coating, type C5, applied over the inherent C2 coating to provide extra surface insulation resistance on both sides

The steel sheets shall be uniformly coated on both sides with an insulation as stated above, as part of its manufacturing process, and the magnetic domain may be finely sub divided to achieve lower core loss by suitable means.

The insulation, coating shall be uniform throughout the length of the coil. There shall be no line marks, rough spots, dots and patches etc.

Note: Not to be confused with some discoloration / shade difference of the insulation inherent to the manufacturing process.

7. FREEDOM FROM DEFECTS:

The material shall be clean, bright, smooth and free from dents, surface defects such as holes, scabs, pits, blisters, slivers, mill marks etc. and also free from oil, grease, dust scale and rust.

The sheet surface shall not exhibit any of these defects.



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8. TEST SAMPLES:

Test samples shall be selected from the consignment as follows:

8.1 Maximum Specific Total Loss:

One from each coil.

8.2 Electrical & Mechanical Tests:

One sample per consignment/lot for Mechanical Tests and Electrical Tests (Surface Insulation Resistivity and Magnetic Permeability Tests).

8.3 The test samples shall be sufficient in size to provide the necessary test pieces.

9. TEST METHODS:

Unless otherwise specified, the test shall be conducted in accordance with the relevant method specified in IS 3024

10. MECHANICAL TESTS:

10.1 Ductility:

Material shall possess good shearing and punching properties and shall be sufficiently ductile to permit normal working.

The bend test shall be carried on transversely cut test specimen of not less than 152mm long and 30 mm wide.

The test specimen shall be initially bent through 90 degree, this bend not being counted. The specimen shall then be bent backward and forward through 160 degrees. The specimen shall complete one bend without fracture.

10.2 Stacking Factor:

The surface quality of the material when measured in terms of stacking factor (viz, a minimum of 16 samples under a pressure of 0.35 MPa) shall be 94.5% minimum.

11. ELECTRICAL TESTS:

11.1 Surface Insulation Resistivity.:

When tested as per IS 649 Section-2, the surface insulation resistivity per lamination (two surfaces) of single strip specimens (5 on each side), shall show the following readings.

Average Value - 10 ohms cm², Minimum.

Individual Value - 5 ohms cm², Minimum.

11.2 Maximum Specific Total Loss:

11.2.1 Cutting of Test Specimen:

The test specimen for the single sheet tester shall consist of one sheet having the following dimensions as per IS 3024



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Length: 500 mm to 530 mm

Width: 500 +0 -5 mm

The test specimen shall be cut parallel to the direction of rolling.

11.2.2 Testing:

When tested in accordance with IS 649, the specimens prepared as described in clause 11.2.1 without stress relief annealing and shall be tested at a peak magnetic flux density of 1.7 T and a frequency of 50 Hz. The specific total loss shall not be greater than 0.85 watt/kg. as measured with single sheet tester.

11.3 Magnetic Permeability Test

The induction value at 800 A/m magnetising force shall not be less than 1.85 Tesla.

12. TYPE TEST: - Ageing*

When tested at a peak Magnetic Flux Density of 1.7T and at a frequency of 50 Hz, the specific total loss of the specimen which has been heated at a temperature of 225 deg.C for 24 hours shall not deteriorate by more than 4% of the measured specific total loss (clause 11.2) of the coil concerned.

*Note: Type tests shall be carried out when "Type Approval" to a supplier is given and repeated once in two years for the approved sources.

13 TEST CERTIFICATES:

Unless otherwise stated, three copies of certificates shall be supplied along with each consignment.

In addition, the supplier shall ensure to enclose one copy of the test certificate along with their dispatch documents /shipping list to facilitate quick clearance of the material.

The test certificate shall bear the following information.

BP 10984 (Rev. 05): cold rolled grain oriented sheet steel Gr: 23HP85d Order No,

Supplier's Name/Grade/Identification No,

Size & Weight,

Packet/Bundle No.

Test Results of Dimensions & Tolerances,

Freedom from Defects,

Details of Insulation Coating,



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Type Test, Properties of

- (a) Specific Total Loss of each coil
- (b) Mechanical & Electrical properties for one random coil of each lot/consignment,
- (c) Results of chemical composition for information only.

14 PACKING AND MARKING:

The material shall be supplied preferably in coils of continuous length. However, if it becomes unavoidable, the coils of the order can be supplied with maximum of three butt weld joints. The supplier shall ensure than the welds are made in such a manner without causing damage to the areas of coil adjacent to the weld. The welds shall be clearly marked by suitable tags projecting outside the coil.

Sheets shall be packed vertically/horizontally according to the instructions given in the Annexure.

A Metal label / tag shall be securely attached with each coil or drum or bundle outside its wrapping and shall be legibly marked with the following information.

BP 10984: Cold rolled Grain Oriented Sheet Steel Gr: 23HP85d

BHEL Order No.

Manufacturer's/Supplier's name.

Identification/Coil No.

Size and Quantity supplied.

GENERAL INFORMATION FOR CALCULATION

Density - 7.65 Kg/dm³.



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ANNEXURE

DETAILED INSTRUCTIONS FOR PACKING

The nominal weight of each coil shall be 1800 - 2500 Kg.

The nominal internal diameter of coil shall be 508 mm.

Packing shall be sea-worthy and shall protect the coils from damage and rusting during transit.

Coils shall be vertically/horizontally packed according to the instructions given below.

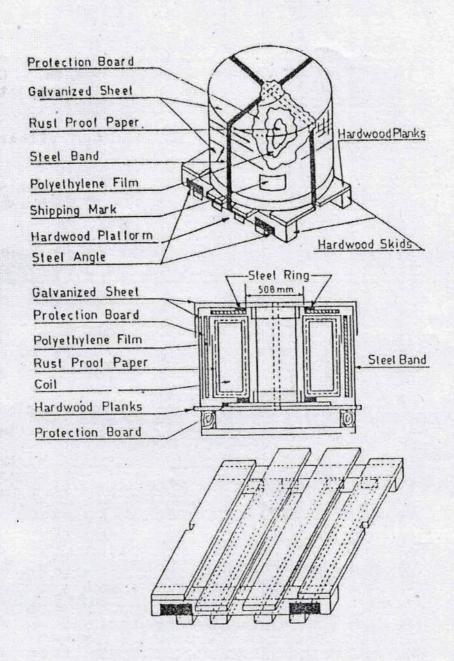
- 1. An annular protection board shall be placed at either end of the coil. Protection Board sleeve shall be provide at ID of the coil.
- 2. The coil shall then be wrapped with waterproof anti-rust crepe kraft paper by lapping axially all around the circumference.
- 3. The coil shall then be covered by polyethelene sheet or anti-rust waterproof paper and the ends sealed properly.
- 4. A galvanised sheet shall be wrapped on the outside of the coil and the top and bottom of the coil. Care shall be taken to ensure that the ends of the tops and bottom of the coils extend sufficiently over the inside diameter of the coil.
- 5. A galvanised sheet shall be wrapped on the inside of the coil. Care shall be taken that it overlaps sufficiently over the ends of the sheet mentioned in (4) above.
- Steel ring made from thick angle sheets shall be placed on the rim of the inner diameter at both ends of the coil. The rings shall be held at either ends at four points by steel bands.
- 7. The coil shall then be mounted on wooden skids, held together by steel bands. Wooden skids must have cutouts to house the steel bands for tight fit and to avoid slippage.
- 8. The packing shall ensure that there is no seepage of moisture and the coils reach BHEL in completely rust free condition. It should be strong enough to withstand handling at the docks, at sea and on the road.
- 9. Coils shall be sufficiently tight wound to prevent collapse to an extent that would preclude their being mounted on a mandrel appropriate to the ordered internal diameter.
- 10. Each package shall indicate the, Sling Position, for lifting without damage. It is preferable to fix a suitable size of, 'Sheet Steel Angle', at the position where the Sling Rope is to be fitted to avoid slippage/damage/ breakage of the wooden skid at four places.

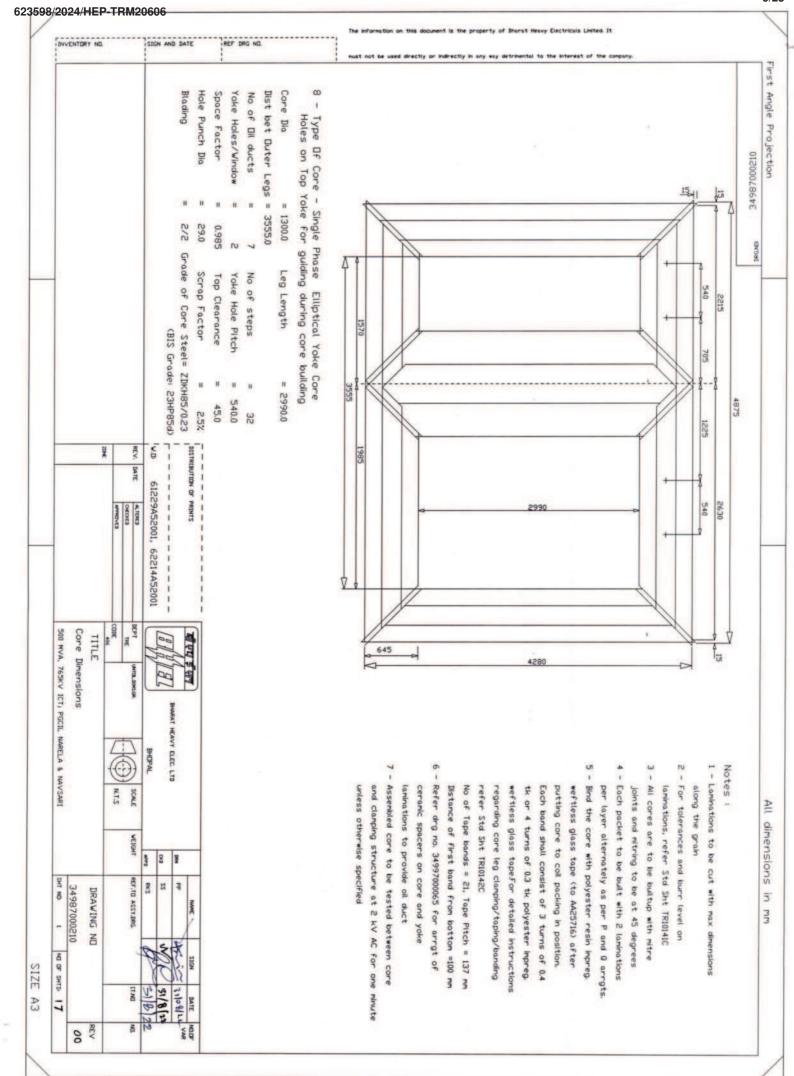


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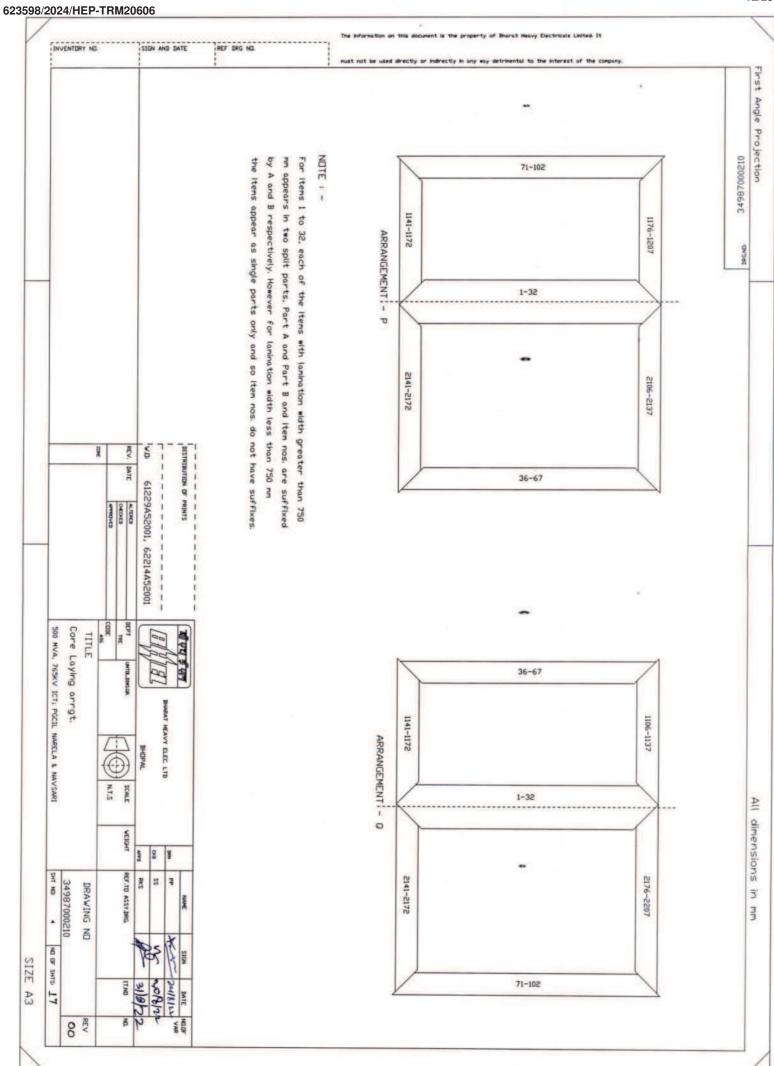
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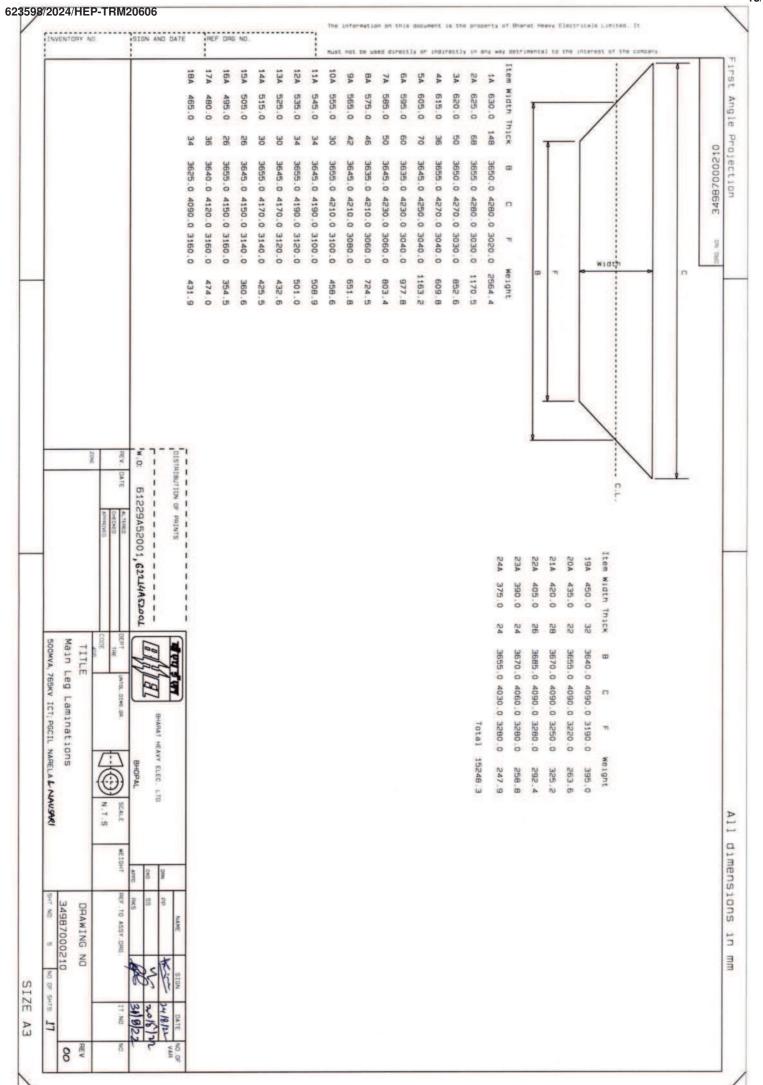
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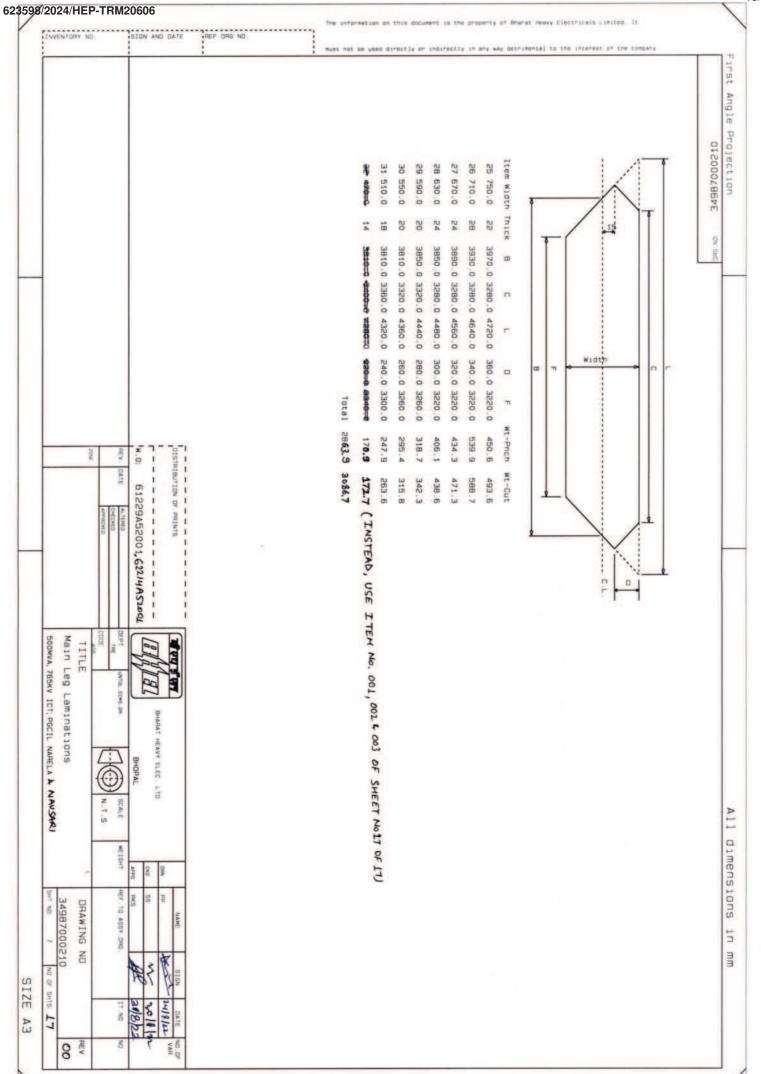
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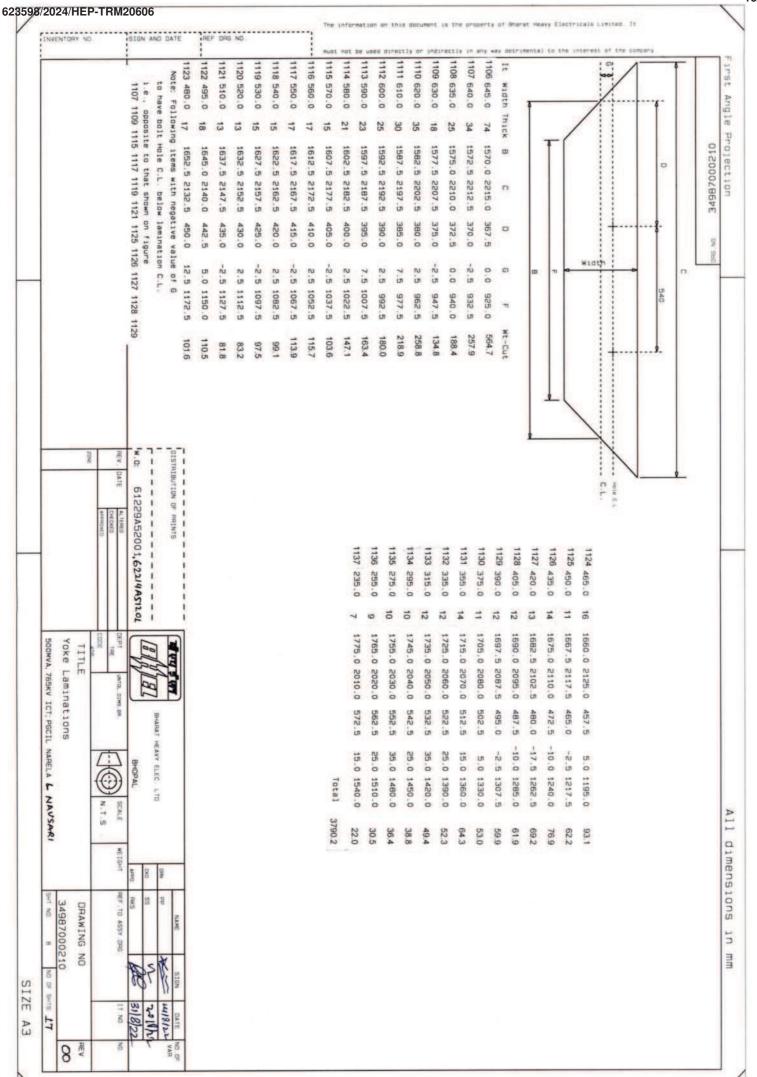


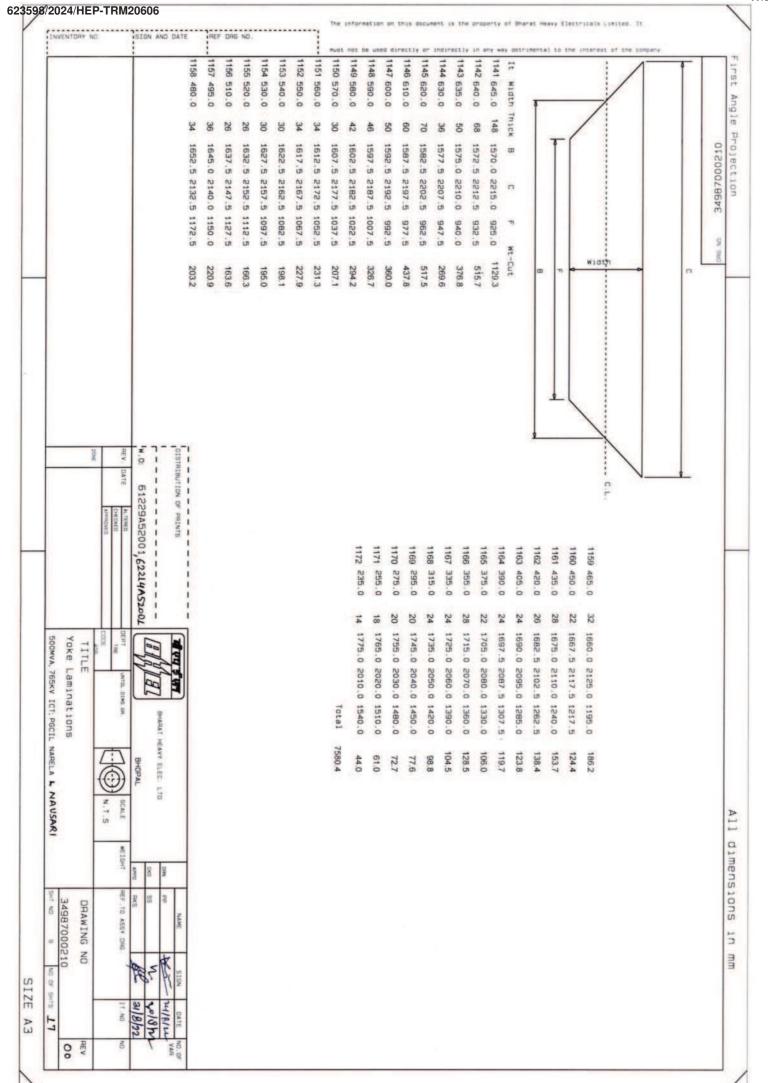


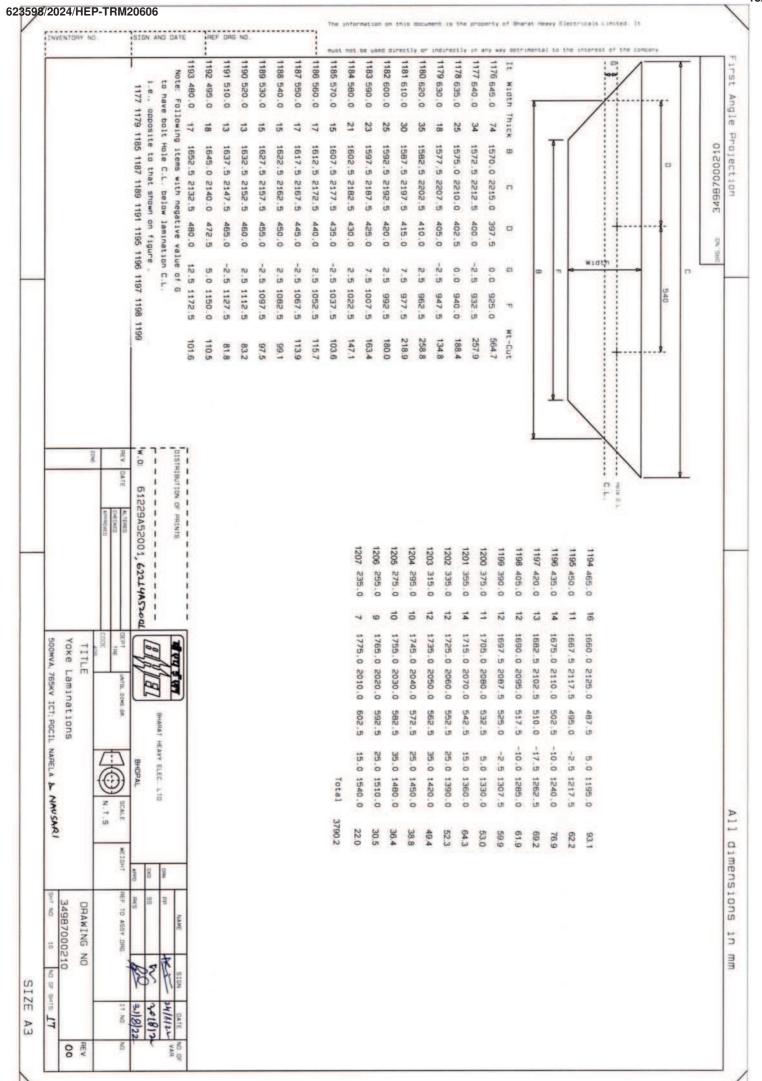
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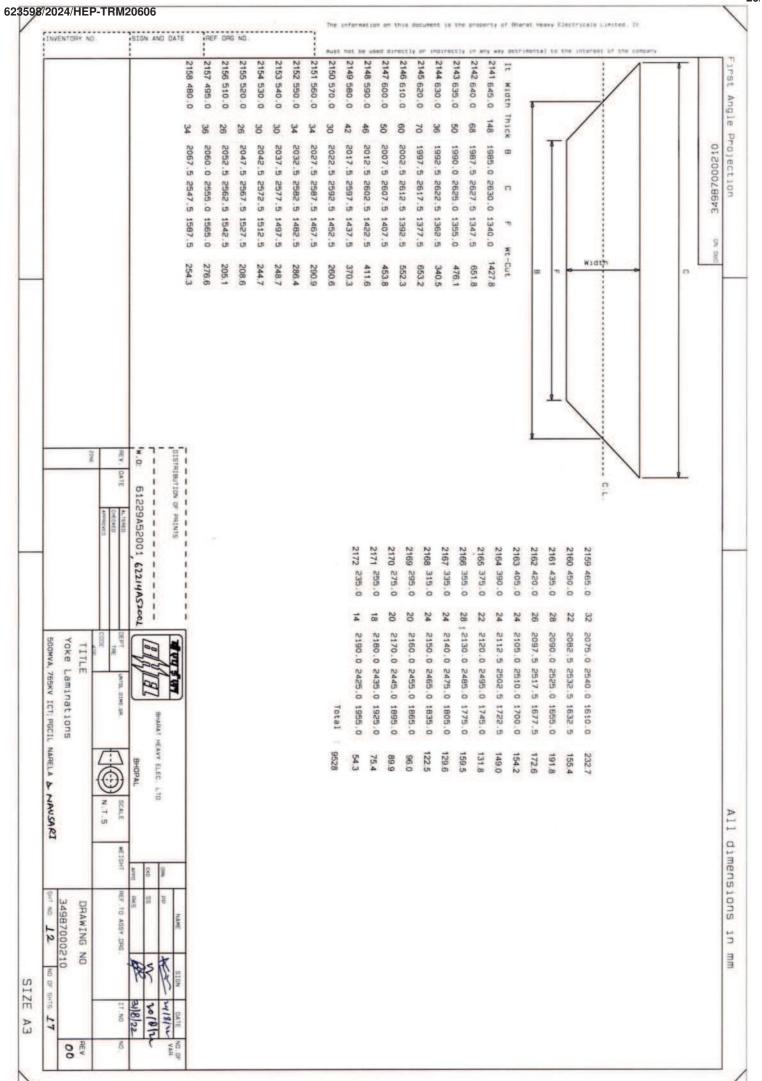


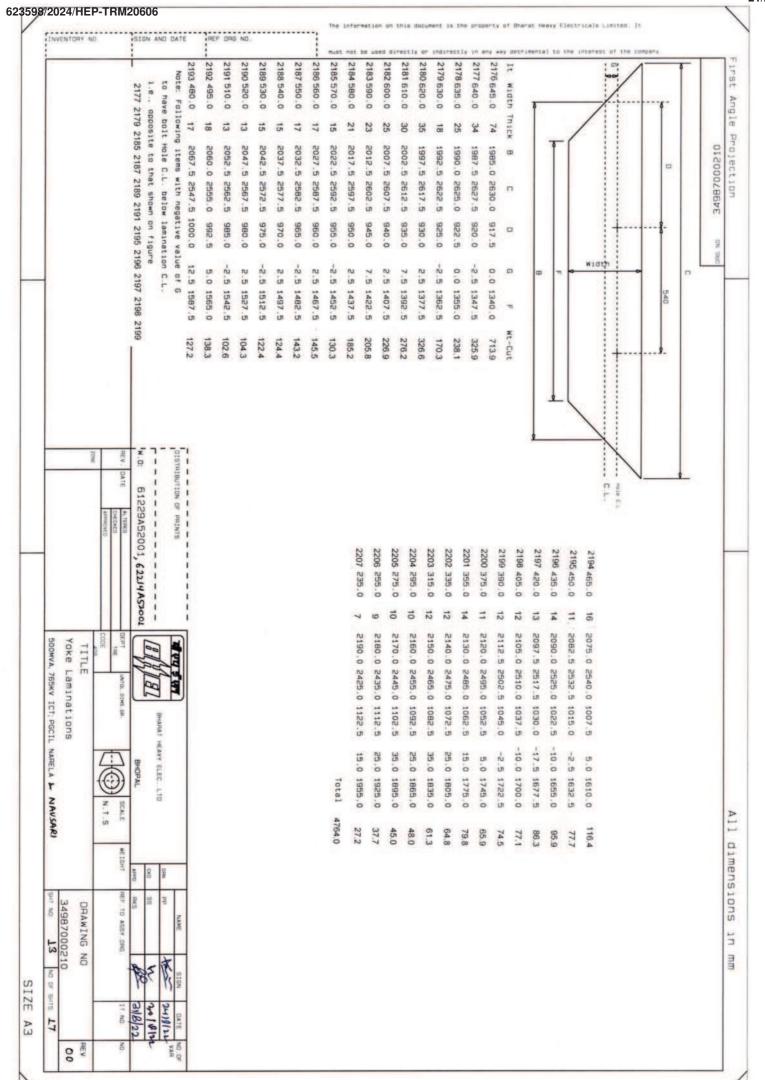


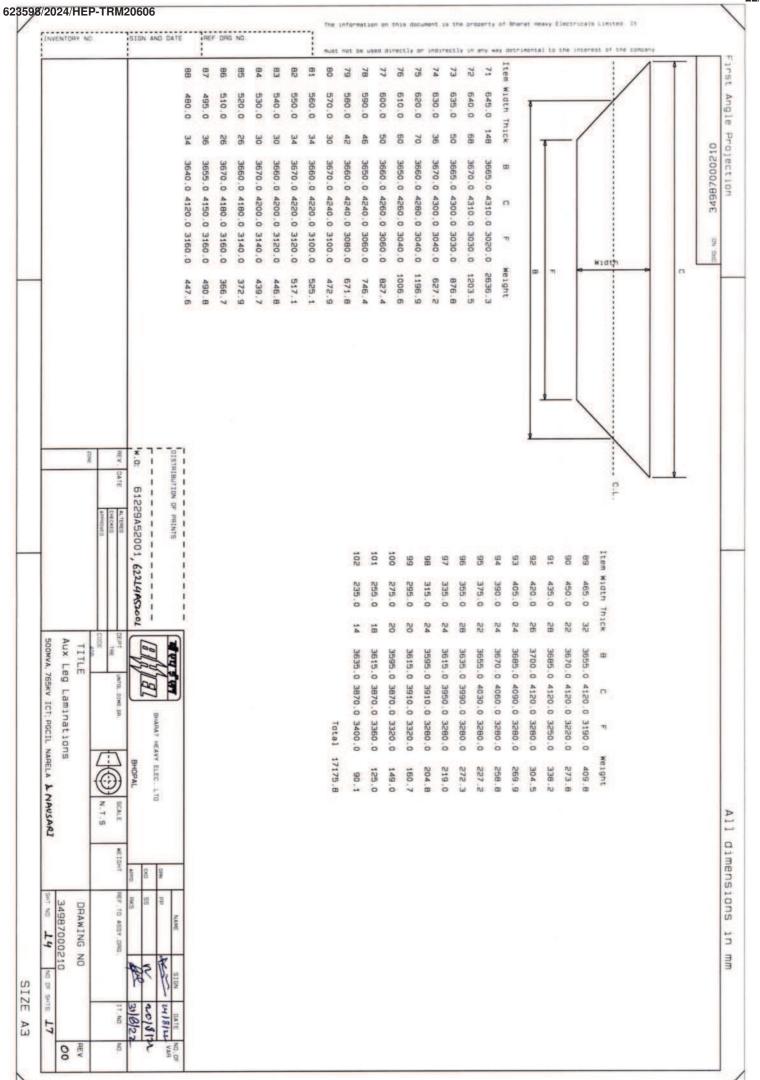


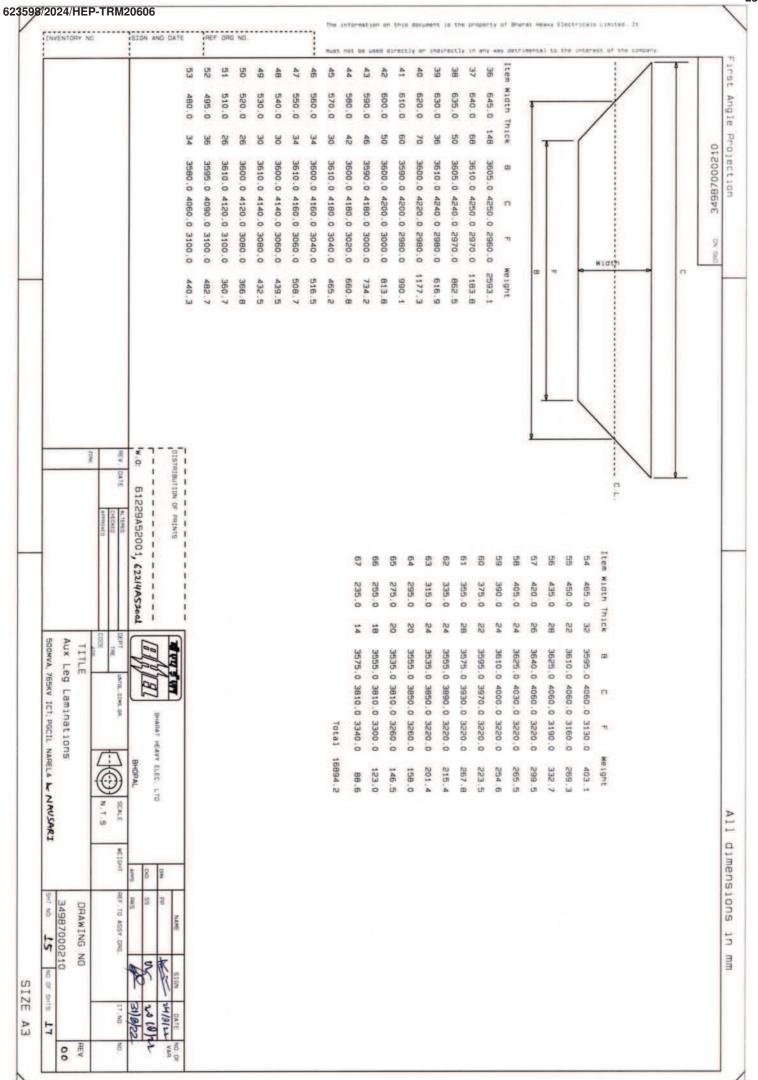


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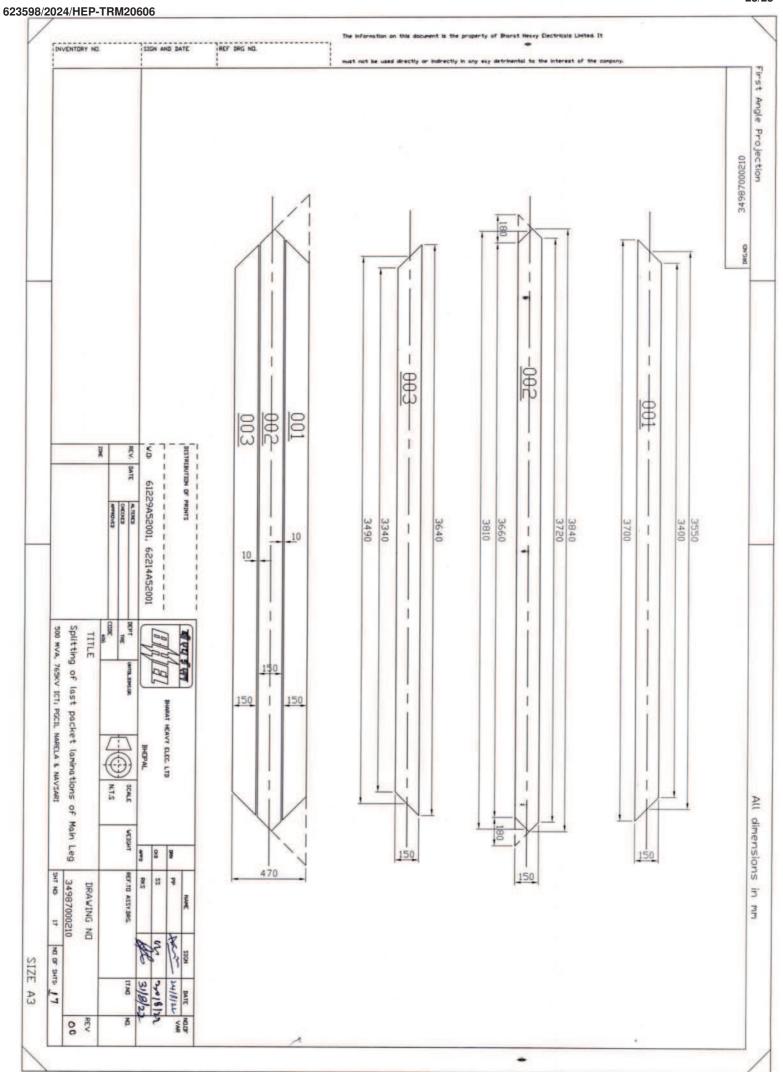








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BHARAT HEAVY ELECTRICALS LIMITED BHOPAL

INSPECTION QUALITY PLAN FOR OFF-LOADED CRGO STEEL LAMINATION

QA PLAN NO: QA/TCB/QAP-BO/02 REV.02

DATE: 18/04/2024

ST	STAGE	CHARACTERISTICS	TYPE OF	QUANTUM	REFERENCE	CEPTAN		AGENCY	Y REMARKS
o Z			CHECK	OF CHECK	DOCUMENT	CE CRITERIA	OF RECORD	$\mathbf{M} \mid \mathbf{B}/\mathbf{I}$	
1	Material TC verification & correlation	Verification that material is from BHEL approved Vendor and of specified grade, Electrical, Mechanical, Magnetic properties.	Visual	100% Rolls	PO/ Relevant Drg. Spec.	PO/ Relevant Drg. Spec.	TC/ Challan, Roll Identification slip.	A >	BHEL: Mill TC Review by BHEL before start of Production.
7	In Process Inspection	1.During Slitting: width, burr and edge bow. 2.Cropping of CRGO rolls: Cropping length and angle. Piercing hole dia, hole pitch, mitering length, burr and bow.	Measure	Surveillance Check (Min twice every shift)	BHEL Drg/std. TR 10141C	BHEL Drg / std. TR 10141C	T.	A >	
ю	Stacking	Stacking of laminations as per drg.	Visual	100%	BHEL Drg./ Spec.	BHEL Drg./ Spec.	Vendors Record	P V	
4	Final Inspection at Vendor works	Dimension, Visual, Burr level, Review of previous records	Visual, Measure	1 Sample/Lot	BHEL Drg./ Spec.	BHEL Drg./ Spec.	TC/TR	P W	CHP
w	Packing & Dispatch	Proper packing of lamination to avoid damage /rusting in Transit.	Visual	100%	BHEL Drg./ Spec.	BHEL Drg./ Spec.	Vendors Record	P V	
9	Final Inspection &Testing	Dimensional Checks Electrical, Mechanical, Magnetic properties as per spec.	Test	As per attached Sampling plan Annexure-A	Relevant BHEL material purchase specs.	Relevant BHEL material purchase specs	TR	M M	BHEL: CHP (The sample will be drawn at BHEL Bhopal after receipt of Material and tested at BHEL Bhopal.)
	M-Mai point. Note: 1	M-Manufacturer, B/T-BHEL/ TPIA, TPIA-Third Party Inspection agency, P- Perform, V- Verification, W- Witness, CHP- Customer hold point. TC-Test certificate, TR- Report/QC Record/ MFG Record of Manufacturer. Note: This QAP shall be read in conjunction with Customer approved QAP/RQP/MQP for specific work Order (As applicable).	IA, TPIA-Thin sport/QC Reconjunction wit	rd Party Inspecord/ Ord/ MFG Reco h Customer app	tion agency, P- Perord of Manufactures proved QAP/RQP/	form, V- Verific r. MQP for specifi	cation, W- Witn ic work Order (ess, CHP. As applic	Customer hold

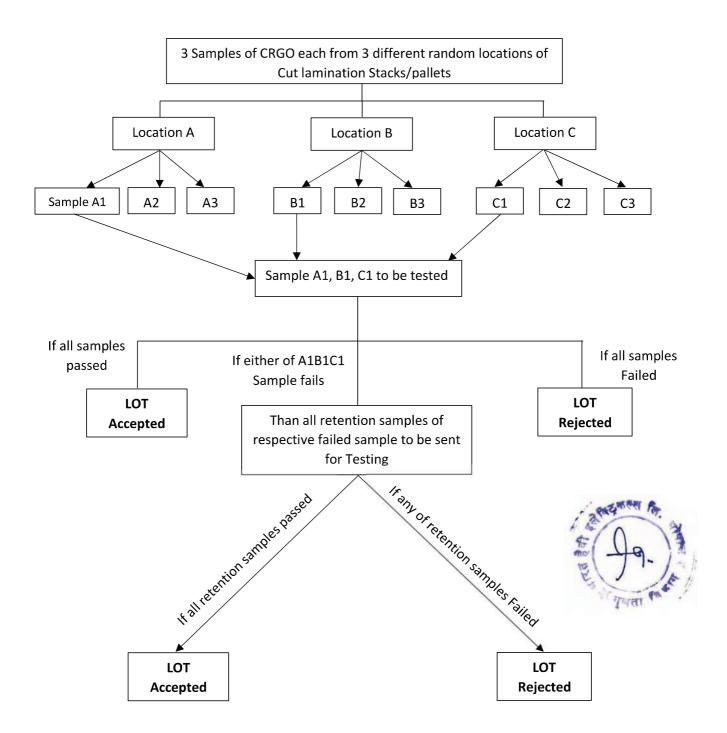
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ANNEXURE-A

SAMPLING PLAN FOR ACCEPTANCE OF CRGO LAMINATION PER LOT (Clause no 6 of BO QAP: QA/TCB/QAP-BO/02)

CRGO Cut lamination lot received.



उत्पाद मानक परिणामित्र शाप/अभि.निर्देश

PRODUCT STANDARD TRANSFORMER

SHOP/ENGG INSTRUCTIONS

TR10141C

3 प्रष्ठो में 1 PAGE 1 OF 3

TITLE: - DIMENSION AND TOLERANCES FOR CORE

General: This specification governs the dimensions and tolerances on core assembly.

Compliance with standards: There is no National /International standards covering the above requirements. However following dimensions and tolerances are derived to control the process of core manufacturing. In case of any deviation, it should be referred to Engineering Department for review and clearance.

1.0 CORE DIMENSIONS :-

1.1 **DIAMETER:** This is to be multiple of 2mm.

1.2 **LEG LENGTH:** This is to be multiple of 2mm.

1.3 **LEG CENTER**:- This is to be multiple of 2mm.

1.4 **No. OF PACKETS** :- This is to be as given below –

CORE DIA IN mm.	MAIN LEG NO.OF PACKETS	MAIN YOKE & AUX.LEG / YOKE NO. OF PACKETS**
Up to 500	10	4
502 -760	12	4 -5
More than 760	15	5
	Or more as specified	

** The width and area of main and auxiliary yoke packet after merging should always be more than width and area of the packets before merging.

Refer sheet TR 10137C (pages 1 to 3 for figures.)

1.5 LAMINATION WIDTH: This is to be multiple of 10mm, however for main yokes and outer legs of 5 limbed cores, the center packed lamination can be multiple of 5 mm.

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TR10141C

PAGE 1 OF 3



उत्पाद मानक परिणामित्र शाप/अभि.निर्देश

PRODUCT STANDARD **TRANSFORMER**

SHOP / ENGG INSTRUCTIONS

TR10141C

PAGE 2 OF 3 3 पृष्ठो में 2

2.0 TOLERANCES ON CORES :-

2.1

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REF.

Core Dia in mm ToL. On Dia in mm ToL. On total built up thickness in mm. Up to 400 +0+3 -3 -0 402 - 760 +0+4 -4 -() 762 - 1100 +0 +5 -5 -0 Above 1100 +0+6 -7 -0

- 2.2 TOLERANCE BETWEEN CENTER LINE OF TOP & BOTTOM YOKE + 2, 0 mm.
- 2.3 TOLERANCE BETWEEN CENTER LINE OF 2 CONSECUTIVE MAIN LEGS. + 1, 0 mm.
- 2.4 TOLERANCES ON CORE LEANING
 - 2 mm PER METER ON MAIN LEG INCLUDING YOKES.
 - 3 mm PER METER ON AUX LEG INCLUDING YOKES.

ABOVE TO BE MEASURED USING PLUMB. LOCAL WAVINESS IN YOKES AT LEG LOCATION SHALL BE CHECKED AND SUITABLY ADDED/SUBTRACTED IN ABOVE VALUES DEPENDING UPON THE CORE BEHAVIOUR.

- 2.5 TOLERANCE ON TOP INDIVIDUAL CORE PACKET \pm 1.00 MM.
- 2.6 TOLERANCE ON TOP/ BOTTOM YOKE WAVINESS:

UPTO 750 Tk ± 5 mm. **UPTO 1000 Tk** $:\pm 10$ mm. ABOVE 1000 Tk $: \pm 15 \text{ mm},$

2.7 TOLERANCE ON MAIN/ AUX LEG LAMINATION WAVINESS:

UPTO 750 Tk ± 5 mm. From 750 to 1000 Tk : ±7 mm. ABOVE 1000 Tk $: \pm 9 \text{ mm},$

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TR10141C OF 7 PAGE

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14/10/16

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NITIN



Sl.No.	Description
1	General:
	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL. In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be
1.1	based on the following order of precedence: i. Amendments to Purchase Order/ Framework Agreement ii. Purchase Order/ Framework Agreement iii. Letter of intent (LOI)/ Letter of Award (LOA) iv. Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions v. Corrigenda to NIT, with those of later date having precedence over those of earlier date vi. Original NIT and annexures except documents listed in point no (vii) to (ix) below vii. Technical specifications including their annexures viii. Special Terms and condition of Enquiry (STC)
	ix. General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries
2.1	 Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app Offers in any other mode will not be accepted. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal https://eprocurebhel.co.in/. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be
	 addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	Through tender room (Conventional tender)
2.2.1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.
2.2.2	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2 nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date. Bids submitted as single part bid against two — part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.
2.2.3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
2.2.4	Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the

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

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	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall
2.3.8	prevail. However in both situations, original price bid will be necessarily opened. The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
2.5.0	Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with
	BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration
2.3.9	portal (https://supplier.bhel.in/). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data
	furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender
	will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead
2.3.10	to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with
	Suppliers/Contractors available on https://www.bhel.com/sites/default/files/s uspension_guidelines_abridged.pdf
	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions,
2 2 4 4	clarifications etc. to the tender will be hosted on BHEL website. (https://bhel.com/tenders) and additional in
2.3.11	https://eprocurebhel.co.in/nicgep/app for e-procurement tenders. Bidders responding to these tender should regularly
	visit website(s) to keep themselves updated.
	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting
	discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one
2.3.12	bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of
	lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision
	in such situations shall be final and binding.
	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by
2.3.13	the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding
2.3.13	of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1
	bidder is less than the quantity tendered for.
	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the
2 2 4 4	part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the
2.3.14	tendering process, will lead to rejection of the bid, besides BHEL taking appropriate punitive action as deemed fit
	Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions
	call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-
2.4	commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not
	participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be
	considered for ranking
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease
2.5	the tender quantity in case where negotiation is being held.
3	Delivery Terms
3.1	Indigenous Purchase
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	Foreign Purchase — Imports
	1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.
	2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at
	Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) &
	Break-bulk Cargo at Mumbai (MPT - INBOM1).
	4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be
	at Mumbai ACC (INBOM4).
3.2.1	5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.
	6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer
	and also on the Bill of Lading.
	7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &
	shipping line port handling charges etc. to work out landed cost at Sea Port.
	8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for
	details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by
	the Bidder in his offer.

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		shipping line should issue Cargo Arrival Notice (CAN) 7 days in
		Il through a Certified Sea worthy vessel age not more than 15
		n the name of BHEL. Otherwise, BHEL will recover loss of Input
		destination charges and the same should appear over BL or
		I be allowed to be moved to CFS of importer's choice without
	9e Load port charges shall be settled by the supplier and	not be passed on to BHEL in any form of destination charges.
		ppliers or due to the same being found to be incomplete, and rse all penalties, detention and demurrages / wharfages, if any
	1. For delivery of FCL (Full Container Load) cargo, the B	Bidder shall provide minimum 14 days' detention free period
222		of Delivery (in case of ICD). Wherever the detention free period
3.2.2	offered is less than 14 days, the bids shall be loaded for 2. Port Congestion charges or any additional charges clai	or the period short of 14 days period. Imed by the shipping line at Port of Discharge / Place of Delivery
	shall be to the Bidder's account.	
4	Bidder's particulars & logistics information (Bidder to give	details against each of the provisions)
4.1	Name of the bidder's executive to deal with this tender /	
4.2	project E-mail address of the contact person	
4.3	Telephone no. of the contact person	/
	Name of location from where the goods shall be offered	
4.4	for inspection and dispatch	/
5	Additional logistics information for Imports	/
5.1	Bid currency	
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer	
3.2	and on the B/L	
F 2	Name of Airport in the country of dispatch for FCA	
5.3	delivery terms	
	Estimated number, type & size of containers for delivery	
5.4	of tendered quantity (applicable where the goods are to	
	be sent in FCL) No. of packages with cumulative gross weight and CBM	
5.5	volume (applicable for LCL & Break-bulk shipment)	
5.6	Approx. distance in km. from Bidder's works to Port of Loading	Sea port /Air port
6	Delivery Schedule & Completion date	
	/	bidder shall commit delivery period in number of days / weeks/
	months to suit the delivery period indicated in the enq	•
	ii. Commencement of delivery period shall be reckoned friii. Bidder shall deliver the goods in the manner and sched	· · · · · · · · · · · · · · · · · · ·
	iv. Goods shall be delivered within contractual period or a	
6.1	•	r submission of such documents to be indicated and delivery
		is delivery schedule will be considered for processing delivery
	extension, wherever applicable.	
	vi. BHEL reserves the right to cancel the order if material is	
		n as per Guidelines for suspension of Business Dealings with uidelines-suspension-business-dealings-supplierscontractors
		or AWB shall be taken as actual date of delivery where freight
6.3	until discharge port in India is in Seller's scope like CFR/CIF,	
6.2		freight is in buyer's scope, date of material readiness /Test
	certificate / Warehouse receipt/Freight forwarder receipt n	nay he considered as actual date of delivery (mutually agreed)

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

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١		In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid
l	10.3	simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and
l		the agent, bid received from the agent will be ignored.
٢		

If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.

11 Documentation:

11.1 Indigenous Purchase

Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. **Documents** can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/.Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.

- 1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter),
- 2) Consignee copy of LR & 2 sets each of Packing list,
- 3) Test certificate, Guarantee / Warranty certificate,
- 4) O & M manuals (where applicable)
- 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
- 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate
- 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure

The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))

11.2 Foreign Purchase — Imports

Seller shall send **1** set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser

- 1. Express / Original 'Clean on board' Bill of Lading / AWB.
- 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.
- 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.
- 4. One set of Original Test Certificates and O&M Manual where called for.
- 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.
- 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:

AGM (M.S)
Regional Operations Division BHEL
14th Floor Centre-1
World Trade Centre, Cuffe Parade
Mumbai 400 005 INDIA

Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)

DGM (FIN- FP)

4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : **fin_fp.bpl@bhel.in**

And confirm forwarding details to AGM (CMM-FE), BHEL Bhopal at mmfe.bpl@bhel.in

7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.

Additionally, following requirements to be taken care of by the bidder during PO execution stage:

) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly

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	mentioned on B/L or AWB.
	ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum
	21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-
	4 weeks, a shorter presentation period shall be agreed upon.
	iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of
	original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.
	iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be
	given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.
	v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel,
	should reach BHEL's bank at least 10 days prior to cargo arrival at port.
	vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments.
11.3	General
11.5	For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.
	2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of
	supplier's certificates. If test certificate and guarantee certificate are not received along with the document and
	stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from
	the supplier without awaiting supplier's confirmation
	3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods
	with that of the PO No. and the consignee details.
	4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete
12.1	execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the
12.1	Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing
	charges as called for in the NIT.
13	Price Validity:
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial
	(Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase Ridden to ensure timely remitteness of SCST CCST (ICST as applicable in time as per law)
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law. Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month
14.2	in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.4	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial
	liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from
14.5	the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise
	due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to
117	ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both
14.7	activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on
	submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with
14.0	latest extant rules, failing which GST amount will not be reimbursed to the vendor.
	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the
14.9	provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional
	financial implications on BHEL shall be passed on to the bidder
—	
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL
14.11	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST)
	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL

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

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	a)	Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.
		Or
	b)	Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.
		Or
	c)	In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.
	-11	Or
	d)	Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.
	- \	Or
	e)	Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease. Or
	f)	In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.
18	Guarar	ntee / Warranty and corresponding Repairs / Replacement of Goods /
	Manufa strictly	acturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with ecifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the
18.1	date of	receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall be free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period.
	Stores/	ected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may
	Bidder.	
		the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.
		Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not
19	accepta	able. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if ered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any
		on before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial
		ons where deviations if any are accepted shall be as per clause No.19.
19.1		tion and Loading Criteria:
		aluation currency for this tender shall be INR.
		tion of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL ' w.r.t the cal scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia,
		ns Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the
19.1.1		f Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank
	holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.	
	Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreemen	
		with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin,
		by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents.
		all be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for ser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.
		on Loading factors (in case of deviation quoted by bidders)
	INDIGE	
	1)	
19.1.2		such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract.
	2)	Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared

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separately in STC/ATC of particular tenders.



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

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

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(NIT) deviation shall not be accepted



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

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

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32.2.1	 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes less of business / manney / reputation to BHEL 		
32.2.2	not default without any reasonable cause, which causes loss of business / money / reputation to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.		
32.2.3	Preventive checks to eliminate suspected cartel formation between suppliers 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 Declaration by Bidders We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No 1.0		
33	Public Procurement (Preference to Make in India), Order 2017 For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.		
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines		
34.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.		
34.2	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.		
34.3	Bidder from a country which shares a land border with India" for the purpose of this order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a county; or		

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- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under:

1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

34.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

34.6

35

Model certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached]."

Conflict of Interest:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the

detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be

considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in commony or

- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; orc) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to

information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the

disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/

Assemblies from. one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two

manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal; or

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

Note:

- 1.0 Tender Specific conditions shall override relevant provisions of this GTC2.0 In the event of any change as notified by Govt. of India same will supersede the relevant GTC clause.

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Instructions/Checklist for Vendors:

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

LIST OF CONSORITUM BANK

Sl. No.	Name of the bank
1	Axis Bank Ltd.
2	Bank of Baroda
3	Canara Bank
4	Export-Import Bank of India
5	HDFC Bank Limited
6	ICICI Bank Limited
7	IDBI Bank Limited
8	Indian Bank
9	Indian Overseas Bank
10	IndusInd Bank Limited
11	Kotak Mahindra Bank Limited
12	Punjab National Bank
13	RBL Bank Ltd.
14	State Bank of India
15	The Federal Bank Limited
16	The Hongkong and Shanghai Banking Corporation Ltd
17	Union Bank of India
18	Yes Bank Limited

Types of Bank Guarantees Format

1. BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL

Annexure-B
Annexure-B

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL

Bank Guarantee No: Date:

То

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,
In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL HOUSE Siri Fort, New Delhi-110049
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the 'Contractor/Supplier/Fabricator in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the 'Contractor/Supplier/Fabricator' shall have no claim against us for making such payment.
We theBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the reconciliation of the free issue material has been carried out 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.
We

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

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Contractor/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities. This Guarantee shall remain in force upto and including
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. Unless a demand or claim under this guarantee is made on us in writing on or before the
We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal.
The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.
Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us
Notwithstanding anything to the contrary contained hereinabove: a) The liability of the Bank under this Guarantee shall not exceed
We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.
For and on behalf of (Name of the Bank)

Date..... Place of Issue..... BANK E-MAIL ID: BANK PHONE NO. BANK FAX NO:

- 1 NAME AND ADDRESS OF THE EMPLOER. i.e Bharat Heavy Electricals Limited 2 NAME AND ADDRESS OF THE CONTRACTOR / SUPPLIER/ FABRICATOR. 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE 4 PROJECT/SUPPLY DETAILS AND CONTRACT VALUE

- 5 BG AMOUNT IN FIGURES AND WORDS
- 6 VALIDITY DATE
- 7 DATE OF EXPIRY OF CLAIM PERIOD

MAKE IN INDIA format (to be filled by OeMs of the participating bidders)

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL MATERIAL MANAGEMENT – STEEL DIVISION

For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

As per the Provisions of this ord company letterhead duly signs	der, please submit a self-certification complying with the conditions below on ed by competent authority.
	, hereby declare on behalf of M/s that iry No floated by BHEL, Bhopal (MP), India and shall
	ence to Make in India), Order 2017 with its amendments and subsequent Orders odal ministries shall be applicable even if issued after issue of this NIT but before VO against this NIT.
	be treated as Class-I Local Suppliers , if the items quoted by bidder have local or more than 50%.
(excluding net do	means the amount of value added in India, which shall be total value of item quoted omestic indirect taxes) minus the value of imported content in the item (including all is a proportion of the total value, in percent .
a. The Local Content in the	m qualifies as Class-I Local Suppliers. items quoted under this Enquiry is
(a)	
(b)	
(c)	
	()
	For M/s
	(Seal & Sign)