



**Bharat Heavy Electricals Limited**  
Industrial Valves Plant  
Goindwal Sahib (Punjab)

**Enquiry No.**  
**2627-011E**

**Date:**  
**21.05.2026**

**NOTICE INVITING TENDER (NIT)**

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. 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 0120-6277787; email: [support-eproc@nic.in](mailto:support-eproc@nic.in). These details are also available on 'Contact Us' page of the portal.

<b>Tender enquiry no. &amp; date</b>	2627-011E dated 21.05.2026
<b>Form of contract</b>	Supply
<b>Tender / Item description</b>	Supply of Wooden Packing Boxes & Planks on Annual rate contract basis (Reserved for MSE Manufacturers)
<b>Material standard / Drawings</b>	As per attached TDC(s) & Drawings
<b>Location(s) of Supply / Work</b>	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
<b>Earnest Money Deposit (EMD)</b>	Not Applicable
<b>Quotation parts</b>	Two Part Bid
<b>Tender download / Bid submission start date</b>	<b>21.05.2026 (12:30 Hrs. IST)</b>
<b>Tender download / Bid submission end date</b>	<b>01.06.2026 (12:00 Hrs. IST)</b>
<b>Tender / Bid opening date</b>	<b>01.06.2026 (15:30 Hrs. IST)</b>
<b>Make in India local content</b>	50 %
<b>Validity of offer (In days)</b>	90 days from techno commercial bid opening (Part I)
<b>Duration of Contract</b>	One-year period from the date of finalization
<b>Reverse auction</b>	Not Applicable
<b>Tender evaluation</b>	Item - Wise
<b>Integrity pact (IP)</b>	Applicable
<b>Contact person details</b>	Sh. Rajesh Kumar, Sr. Manager 01859-224 618, <a href="mailto:kumarrajesh@bhel.in">kumarrajesh@bhel.in</a>  Sh. Pranshu, Manager 01859-224 619, <a href="mailto:pranshu@bhel.in">pranshu@bhel.in</a>



## SPECIAL TERMS AND CONDITIONS

(Tender enquiry no. 2627-011E dated 21.05.2026 Due date 01.06.2026)

**ITEM: Wooden Packing Boxes and Planks (Only for MSEs)**

**Annual Rate Contract**

**This tender is through e-procurement mode.** Online bids are invited from only '*MICRO & SMALL ENTERPRISES (MSE's)*' for supply of '*Wooden Packing Boxes & Planks*' on '*Annual rate contract basis*'. The relevant documents can be downloaded from <https://eprocurebhel.co.in>.

### **S1 SCOPE OF SUPPLY**

Material shall be supplied as per the applicable Material Standard requirements/Drawing/IS and other requirement as mentioned in this tender document/Purchase Orders against this tender enquiry.

Sr. no.	Material code	Description	Drawing No. / Rev. No.	Tentative Quantity, nos.	Approx. CFT per Box / Plank
1	VP5144999182	BOX TYPE - 2	4-V-4000-07183 Rev. 04	50	1.10
2	VP5144999190	BOX TYPE - 2A	4-V-4000-07183 Rev. 04	50	1.50
3	VP5144999018	BOX TYPE - 3A	2-SH-BW-022 Rev. 19	70	3.85
4	VP5144999026	BOX TYPE - 4	2-SH-BW-022 Rev. 19	30	4.19
5	VP5144999034	BOX TYPE - 5	2-SH-BW-022 Rev. 19	250	4.94
6	VP5144999042	BOX TYPE - 6	2-SH-BW-022 Rev. 19	250	5.99
7	VP5144999050	BOX TYPE - 7	2-SH-BW-022 Rev. 19	50	5.99
8	VP5144999069	BOX TYPE - 9A	2-SH-BW-022 Rev. 19	300	6.29
9	VP5144999077	BOX TYPE - 10A	2-SH-BW-022 Rev. 19	200	7.82
10	VP5144999085	BOX TYPE - 13A	2-SH-BW-022 Rev. 19	220	8.42
11	VP5144999093	BOX TYPE - 14A	2-SH-BW-022 Rev. 19	300	10.09
12	VP5144999107	BOX TYPE - 14B	2-SH-BW-022 Rev. 19	300	12.03
13	VP5144999115	BOX TYPE - 15	2-SH-BW-022 Rev. 19	300	11.97
14	VP5144999123	BOX TYPE - 16	2-SH-BW-022 Rev. 19	400	16.72
15	VP5144999140	BOX TYPE - 16C	2-SH-BW-022 Rev. 19	125	21.97
16	VP5144999158	BOX TYPE - 16B	2-SH-BW-022 Rev. 19	15	25.09
17	VP5144999174	BOX TYPE - 17	2-SH-BW-022 Rev. 19	15	37.38
18	VP5144999204	WOODEN PLANK 1"X4"X32" (INCHES)	-----	600	0.10
19	VP5144999263	WOODEN PLANK 1"X4"X36" (INCHES)	-----	600	0.10
20	VP5144999212	WOODEN PLANK 2"X4"X28" (INCHES)	-----	10,000	0.10
21	VP5144999220	WOODEN PLANK 2"X4"X32" (INCHES)	-----	10,000	0.10
22	VP5144999239	WOODEN PLANK 2"X4"X36" (INCHES)	-----	8,000	0.20
23	VP5144999247	WOODEN PLANK 2"X4"X38" (INCHES)	-----	8,000	0.20
24	VP5144999255	WOODEN PLANK 2"X4"X50" (INCHES)	-----	2,200	0.20
25	VP5144999271	WOODEN PLANK 2"X4"X58" (INCHES)	-----	700	0.30

*CFT stands for Cubic Feet.*



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Above mentioned quantity is tentative and actual ordering may vary from above stated quantity.

### **SPECIAL NOTES:**

- a) For all the items specified in the above table, applicable Technical Delivery Condition (TDC) is 'TDC:WOODENBOX Rev. 07 dt. 25.09.2025.
- b) ALL THESE ABOVE ITEMS ARE RESERVED FOR MSE MANUFACTURERS ONLY.
- c) In case, no response is received from MSE Manufacturer(s) for these items, then procurement will be made from Non-MSE Manufacturers(s).
- d) Vendor shall supply wooden boxes (Sl. No. 1 to 17) in **assembled condition** (as per drawing). However, vendor may send wooden boxes in unassembled condition, which may further be assembled inside BHEL premises by the vendor; In this case, BHEL will provide space for assembly of wooden boxes in IVP Goindwal. Vendor has to ensure completion of assembly maximum within 5 working days from the unloading of material in BHEL. Goods receipt by BHEL shall be made after assembly of wooden boxes [See details at Special Term Sr. No. S7 of this document].
- e) Unloading of material at Main Stores of BHEL shall be arranged by BHEL [See details at Special Term Sr. No. S7 of this document].
- f) Wooden boxes & Planks are reserved for procurement from MSE suppliers. Accordingly, the wooden boxes & Planks are to be procured from Class I suppliers. Minimum domestic value addition content to qualify as Class I supplier shall be 50%.
- g) These 25 items are divided in to two categories that are: -
  - a. Category 1: Procurement of Wooden Box (Item Sr. No. 1 to 17)
  - b. Category 2: Procurement of Wooden Planks (Item Sr. No. 18 to 25)

## **S2 PRE-QUALIFICATION TERMS**

### **A. For Category 1: Procurement of Wooden BOXES (Item Sr. No. 1 to 17)**

1. Bidder shall have following machines:
  - a. Wood Cutting Band Saw Machine / Wood table saw machine / Non-portable wood cutting machine.
  - b. Wood working planer machine / Multi-purpose wood working machine / Similar type of wood working machine which can make lap joints as per BHEL drawing.Bidder has to attach list of machinery as per BHEL requirement. BHEL may ask for photo of machines in case of more clarifications.
2. Bidders should be engaged in manufacturing of wooden boxes / wooden items. Bidder/s to submit upload self-undertaking / ISO certificate / documentary evidence as a proof for manufacturing of wooden boxes/ wooden items.
3. Bidder has to submit one or more purchase order/s of Wooden boxes / Wooden items from any customer with minimum cumulative value of Rs. 25,00,000 (Rs. Twenty-Five Lacs) along with the proof of execution like Invoice / Consignee Receipt Note / Completion Certificate, from any customer(s). PO and corresponding Invoice date should be 01.05.2023 or afterwards till bid opening date. PO value mentioned above is exclusive of taxes.

Start-ups shall be exempted from this criterion of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated



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15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

4. Bidder shall have capacity to supply minimum 1000 CFT of wood per month to BHEL Goindwal. CFT shall be calculated by adding volume (in cubic feet) of all planks used for making wooden boxes.

### ***B. For Category 2: Procurement of Wooden PLANKS (Item Sr. No. 18 to 25)***

1. Bidders should be engaged in manufacturing of wooden boxes / wooden items. Bidder/s to submit upload self-undertaking / ISO certificate / documentary evidence as a proof for manufacturing of wooden boxes/ wooden items.
2. Bidder has to submit one or more purchase order/s of Wooden boxes / Wooden items from any customer with minimum cumulative value of Rs. 5,00,000 (Rs. Five Lacs) along with the proof of execution like Invoice / Consignee Receipt Note / Completion Certificate, from any customer(s). PO and corresponding Invoice date should be 01.05.2023 or afterwards till bid opening date. PO value mentioned above is exclusive of taxes.

Start-ups shall be exempted from this criterion of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

3. Bidder shall have capacity to supply minimum 200 CFT of wood per month to BHEL Goindwal. CFT shall be calculated by adding volume (in cubic feet) of all planks used for making wooden boxes.

### ***C. If bidder is quoting for Both Categories 1 and 2: Procurement of Wooden BOXES and PLANKS (All Items Sr. No. 1 to 25), then prequalification criteria is given below:***

1. Vendor shall have following machines:
  - a. Wood Cutting Band Saw Machine / Wood table saw machine / Non-portable wood cutting machine.
  - b. Wood working planer machine / Multi-purpose wood working machine / Similar type of wood working machine which can make lap joints as per BHEL drawing.

Vendor has to attach list of machinery as per BHEL requirement. BHEL may ask for photo of machines in case of more clarifications.

2. Bidders should be engaged in manufacturing of wooden boxes / wooden items. Bidder/s to submit upload self-undertaking / ISO certificate / documentary evidence as a proof for manufacturing of wooden boxes/ wooden items.
3. Bidder has to submit one or more purchase order/s of Wooden boxes / Wooden items from any customer with minimum cumulative value of Rs. 30,00,000 (Rs. Thirty Lacs) along with the proof of execution like Invoice / Consignee Receipt Note / Completion Certificate, from any



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customer(s). PO and corresponding Invoice date should be 01.05.2023 or afterwards till bid opening date. PO value mentioned above is exclusive of taxes.

Start-ups shall be exempted from this criterion of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

4. Bidder shall have capacity to supply minimum 1200 CFT of wood per month to BHEL Goindwal. CFT shall be calculated by adding volume (in cubic feet) of all planks used for making wooden boxes.

**BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be disqualified.**

### **S3 PART-I: TECHNO-COMMERCIAL BID**

**Techno - Commercial Bid should contain *all the documents/confirmations as per following details:***

- a) Acceptance of Techno-Commercial terms and conditions shall be attached along with bid document. This can be attached either by signing each page of terms and conditions or a confirmation statement.

*IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATER ON.*

*IF THERE IS ANY DEVIATION IN REFERENCE TO ANY OF THE TENDER TERM, KINDLY MENTION IN PART-I TECHNO-COMMERCIAL BID ONLY. DEVIATION SPECIFIED ELSEWHERE, WILL NOT BE CONSIDERED.*

- b) MSE vendors should submit **UDYAM Registration Certificate** for availing applicable benefits for MSE vendors as per tender terms. Validity of document shall be considered as on date of Part I opening as per the latest available notification from Government.
- c) Vendor to mention maximum sustainable Monthly CFT commitment in bid. Once submitted, this commitment becomes part of the binding agreement. Please note that Over-committing can lead to penalties or contract termination if you fail to meet the supply targets.
- d) Documents as per pre-qualification terms.
  - List of Machines (for Wooden Boxes)
  - PO copies along with the proof of execution.
- e) Duly Filled Annexure - Q (Confirmation of Special Terms)
- f) Duly Filled Annexure - R (Integrity Pact)

### **S4 PRICE BASIS**



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- a. Rates shall be quoted on **rate INR per piece basis & on FOR GOINDWAL basis. Comparison shall be made on landed rate per piece to BHEL Goindwal for deciding L1 offer. Evaluation shall be done line item wise.**
- b. Unloading of material at Main Stores of BHEL shall be arranged by BHEL.
- c. Order of enquiry item sl. no. shall be maintained in the quotation.
- d. Quoted rates shall be firm during the currency of the contract.
- e. No Price Variation Clause (PVC) is Applicable.

### **S5 DELIVERY SCHEDULE**

Delivery shall be within 75 days from date of Purchase Order.

### **S6 VALIDITY OF OFFERS**

The offers shall be kept valid for 90 days from the actual date of techno-commercial bid (Part I) opening.

### **S7 MATERIAL PACKING, IDENTIFICATION, HANDLING, AND ASSEMBLY CONDITIONS**

- a. Transportation: All wooden boxes and planks shall be properly stacked inside lorry to facilitate safe, easy and fast unloading using Forklifts / Electric Overhead Travelling (EOT) Cranes. Proper packing shall be inserted between multiple layers of shoo/sides of boxes for easy & timely unloading of material using forklifts/EOT crane. In case of Improper stacking inside lorry, unloading may be delayed and BHEL will not be responsible for delay in unloading.
- b. Colour Coding / Segregation of Wooden Planks: Colour coding of wooden planks as per the table below is mandatory. Alternatively, in case colour coding is not provided, the supplier shall ensure segregation of materials at BHEL stores through an authorized representative of supplier at the time of unloading.

Sr. No.	Material code	Description	Colour Coding
18	VP5144999204	WOODEN PLANK 1"X4"X32" (INCHES)	Blue 
19	VP5144999263	WOODEN PLANK 1"X4"X36" (INCHES)	Brown 
20	VP5144999212	WOODEN PLANK 2"X4"X28" (INCHES)	Purple 
21	VP5144999220	WOODEN PLANK 2"X4"X32" (INCHES)	Red 
22	VP5144999239	WOODEN PLANK 2"X4"X36" (INCHES)	Green 
23	VP5144999247	WOODEN PLANK 2"X4"X38" (INCHES)	Yellow 
24	VP5144999255	WOODEN PLANK 2"X4"X50" (INCHES)	Orange 
25	VP5144999271	WOODEN PLANK 2"X4"X58" (INCHES)	Black 

In the absence of proper colour coding and/or segregation through the supplier's representative at the time of unloading, the Goods Receipt (GR) process at BHEL may be delayed. Further, BHEL



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shall not be held responsible for any mismatch in the counting of wooden planks during or after unloading.

c. **Packing List Requirements:** Submission of a detailed packing list along with each lot is mandatory.

- i. **For Wooden Boxes:** In case, assembly of Wooden Box is done inside BHEL premises, the packing list shall clearly indicate size-wise quantity of wooden boxes, quantity of loose components (i.e. side shook details, base & top cover details, cross beam, resting beam etc.) against each box. Total loose pieces quantity received in physical shall match with packing list quantity.
- ii. **For Wooden Planks:** The packing list shall contain size-wise quantity of wooden planks with colour code mentioned in the packing list.

In the absence of a packing list, BHEL shall not be responsible for any mismatch in quantity or components observed during or after unloading/delay in raising GR.

d. **Assembly Timeline and Storage Charges inside BHEL Premises:** In case wooden boxes are delivered to BHEL IVP Stores in unassembled condition, the supplier shall ensure that assembly work is commenced immediately after unloading and completed at the earliest. Due to limited space availability inside BHEL premises, the complete assembly of boxes shall be finished within a maximum period of five working days from the date of unloading. In case assembly is not completed within the stipulated period, ground rent charges @ ₹1,000 per day per consignment shall be levied from the 6th working day onwards, subject to a maximum of ₹5,000 per consignment. For calculation of the assembly period, the following points shall be considered:

- i. The unloading completion date, as verified by the BHEL IVP stores LR receipt, constitutes Day Zero. The assembly period commences on the subsequent working day.
- ii. After completion of assembly work, the supplier shall give intimation to BHEL through email/by hard copy in the prescribed format (sample format shown in below table) through their representative.

Supplier Name:			Date:		
Sr. No.	Invoice No./Dt	Material code & Box Type	Assembled Qty.	Date of Assembly	Signature of Vendor Representative
1					
2					
3					

- iii. Completion of assembly” shall mean complete assembly of all wooden boxes covered under a single consignment.
- iv. In case, assembly is not completed maximum within 15 days from zero date, material is liable to be rejected by BHEL in addition to deduction of applicable ground rent.



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*Illustration:* Suppose one consignment is unloaded and unloading is completed on Monday, 01.06.2026. The BHEL IVP Stores LR receipt confirms unloading completion on the same date.

Date	Status	Remarks
01.06.2026 (Mon)	Day Zero	Unloading completed
02.06.2026 to 06.06.2026	Day 1 to Day 5	No ground rent
07.06.2026 (Sun)	Holiday	Not counted
From 08.06.2026	Day 6 onwards	₹1,000/day applicable
13.06.2026 onwards	—	Maximum ₹5,000 limit reached
Beyond 17.06.2026	—	Material liable for rejection

Case 1: Assembly Completed on 10.06.2026: Chargeable days after free period: 08.06.2026 to 10.06.2026. Ground rent applicable: ₹3,000

Case 2: Assembly Completed on 13.06.2026: Ground rent applicable: ₹5,000 (maximum cap).

Case 3: Assembly Not Completed Till 17.06.2026. Total assembly duration exceeds 15 days. Ground rent applicable: ₹5,000 along with rejection of material/consignment as per tender conditions.

Note:

1. “Completion of assembly” means complete assembly of all wooden boxes covered under the particular consignment and submission of completion intimation by the supplier in the prescribed format.
2. Penalty on account of delay in assembly of boxes for reasons not attributable to supplier may be considered for waiver by BHEL. BHEL’s decision regarding calculation of assembly duration and applicability of ground rent charges shall be final and binding on the supplier.

### **S8 VENDOR REGISTRATION**

Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, are advised to submit their application for vendor registration through online system on [www.bhel.com](http://www.bhel.com). Direct link for online supplier registration is <https://supplier.bhel.in/>. This application submission can be done separately/immediately without waiting for the tender opening.

### **S9 REVERSE AUCTION**

Reverse auction will NOT be conducted in this tender enquiry.

### **S10 SECURITY DEPOSIT**

*This term will supersede the Clause no. 13 of GCC*

An amount equal to 3% of basic value shall be deducted from each invoice. Interest free Security Deposit, full or partial after deduction of any amount chargeable from vendor, shall be refunded within 2 months, after successful completion of all order(s) against this rate contract.



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### **S11 LOADING CRITERIA CUM COUNTER OFFER**

Rate Contract will be entered into requisite number of vendors to ensure that our requirement is met. For this, BHEL will give counter-offer at L1 rate to other bidders, except highest bidder, in order to have broader vendor base for ensuring timely delivery. In case there are only two qualified bidders, counter offer shall be issued to H1 bidder.

Counter Offers will be given for all items as per loading clause: -

Tender Enquiry Sr. no.	Counter Offer Case	Count of Items
1, 2, 3, 4, 7, 18, 19, 24, 25	Case – I	09
16, 17, 20, 21	Case – II	04
5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 22, 23	Case – III	12

**Case -I :** For 09 Items, as shown in table above, Contract will be entered with maximum TWO vendors for these items to meet BHEL requirements. For this, BHEL reserves the right to give counter offer of L1 rates to other vendors, based on their ranking, except highest bidder. In case there are only two qualified bidders, counter offer shall be issued to H1 bidder. Loading shall be done on vendor as per below mentioned criteria, subject to acceptance of counter offered L1 rates:

Vendor	L1	L2
% Loading	60%	40%

- If L2 does not accept the counter offer for any particular any item/items, L3 vendor will be contacted and If L3 does not accept the counter offer for any particular any item/items, L4 vendor will be contacted and so on except highest (H1) vendor.
- If no vendor accepts the counter offer for any particular any item/items, entire 100% quantity shall be loaded upon L1 vendor.

**Case -II :** For 04 Items, as shown in table above, Contract will be entered with maximum THREE vendors for these items to meet BHEL requirements. For this, BHEL reserves the right to give counter offer of L1 rates to other vendors, based on their ranking, except highest bidder. In case there are only two qualified bidders, counter offer shall be issued to H1 bidder. Loading shall be done on vendor as per below mentioned criteria, subject to acceptance of counter offered L1 rates:

Vendor	L1	L2	L3
% Loading	50%	30%	20%

- If L2 / L3 does not accept the counter offer for any particular any item/items, L4 vendor will be contacted and If L4 does not accept the counter offer for any particular any item/items, L5 vendor will be contacted and so on except highest (H1) vendor.
- In case out of L2 / L3 vendors / eligible vendors to whom the counter offer is given (except highest bidder) - if only one vendor accepts the counter offer rates, then loading ratio applicable will be 60%:40%.
- If no one accepts the counter offer for any particular any item/items, entire 100% quantity shall be loaded upon L1 vendor.



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**Case -III :** For 12 Items, as shown in table above, Contract will be entered with maximum FOUR vendors for these items to meet BHEL requirements. For this, BHEL reserves the right to give counter offer of L1 rates to other vendors, based on their ranking, except highest bidder. In case there are only two qualified bidders, counter offer shall be issued to H1 bidder. Loading shall be done on vendor as per below mentioned criteria, subject to acceptance of counter offered L1 rates:

Vendor	L1	L2	L3	L4
% Loading	40%	25%	20%	15%

- If L2 / L3 / L4 does not accept the counter offer for any particular any item/items, L5 vendor will be contacted and If L6 does not accept the counter offer for any particular any item/items, L7 vendor will be contacted and so on except highest (H1) vendor.
- In case out of L2 / L3 / L4 vendors / eligible vendors to whom the counter offer is given (except highest bidder) - if only one vendor accepts the counter offer rates, then loading ratio applicable will be 60%:40% and - if only two vendor accepts the counter offer rates, then loading ratio applicable will be 50%:30%:20%.
- If no one accepts the counter offer for any particular any item/items, entire 100% quantity shall be loaded upon L1 vendor.

Above indicated criteria is liable to be monitored/controlled/regulated by BHEL from the first ordering itself. Subsequent ordering will be depending upon execution of orders by suppliers and our requirement.

Once the rate contract is in place with various vendors based on acceptance of counter offer, while placing regular Purchase orders, BHEL will place orders for required quantity based BHEL delivery requirement, pending POs at any time with vendor (including previous RC POs) and vendor's monthly CFT commitment, delivery & quality records.

For items where, previous purchase orders (including earlier Rate Contract POs) are overdue and pending with the supplier, BHEL reserves the right to withhold or restrict placement of fresh orders for the same items under this Rate Contract until such pending supplies are fulfilled.

### **S12 VALIDITY OF CONTRACT**

The rate contract will be in operation for one-year period from the date of finalization of this tender enquiry. All Purchase orders will be released in this contract period only.

However, BHEL reserves the right to terminate the contract earlier also if the performance of the VENDOR is not satisfactory. This rate contract can be extended again for period of further one more year on mutual agreement.

### **S13 INTEGRITY PACT (IP)**

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following independent



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External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. no.	IEM	Email ID
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

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

**Note:**

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

Details of contact person(s):

<b>Name</b>	Rajesh Kumar	Pranshu
<b>Department</b>	Material Management	Material Management
<b>Address</b>	433, Industrial Complex, IVP Goindwal, Dist. Tarn Taran Punjab 143422	433, Industrial Complex, IVP Goindwal, Dist. Tarn Taran Punjab 143422
<b>Phone: (Landline / Mobile)</b>	01859-224618 / 9888772318	01859-224619 / 9464679705
<b>Email</b>	<a href="mailto:kumarrajesh@bhel.in">kumarrajesh@bhel.in</a>	<a href="mailto:pranshu@bhel.in">pranshu@bhel.in</a>

**These Special terms and conditions and General Contract Conditions (GCC) collectively form the part of tender terms and conditions. Any term in special tender terms and conditions will supersede the GCC.**



# General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

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### 1. Instruction to Bidder

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

**Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.**

#### 1.1 Instruction to Bidder (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts.' This tender box is located at the entrance of Admin block BHEL Goindwal. Quotations can also be submitted through e-mail at [tendermm\\_ivp@bhel.in](mailto:tendermm_ivp@bhel.in). Offers received in time shall be considered only when offers are complete in all respects. In case of bulky tenders, please handover quotation to tender issuing authority [Contact: 01859 224 615/ 618]. Bid can be sent to following address:

**BHEL, Industrial Valve Plant,  
#433, Industrial Complex,  
Goindwal Sahib, Distt. Tarn Taran,  
Punjab-143422.**

#### 1.2 Instruction to bidder (In case of E-Procurement)

1. Interested bidders / suppliers shall submit their offer through e-procurement mode at <https://eprocurebhel.co.in/>.
2. **Offers in any other mode will not be accepted.**
3. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <https://eprocurebhel.co.in/>.
4. 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 0120-6277787; email: [support-eproc@nic.in](mailto:support-eproc@nic.in). These details are also available on 'Contact Us' page of the portal.
5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
6. **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. Scope of Supply

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves. Latest applicable revisions of standards/procedures to be referred.





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All required tests as called in referred material standard/BHEL/TDC/drawing etc. shall be carried out by vendor at no extra cost. Material Test Certificates (MTC), inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

### 3. Price Basis

1. Order of enquiry item sl. no. shall be maintained in the quotation.
2. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
3. Rates quoted should be FOR BHEL Goindwal basis. The offers quoted on other than FOR Goindwal basis are liable to be rejected.

In case bidder has quoted Ex-works prices, then he/she will be given an opportunity to accept price basis as FOR Goindwal either by accepting delivery as FOR Goindwal in same quoted price or by providing loading factor on his/her quoted ex-works prices to make them FOR prices.

**Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account.**

### 4. Taxes & Duties

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in his GSTR-1 and
- b) Receipt of goods and Tax invoice by BHEL and
- c) Confirmation of payment of GST thereon by vendor on GSTN portal.
- d) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Following may please be noted for availing Input Tax Credit (ITC) by BHEL:

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

### GST Law Provision in 'Bill to Ship to' Case





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In case where delivery destination is other than BHEL IVP Goindwal, then the following clause is also applicable: -

As per the extant provisions of Sec. 12(2), read with Sec. 31(1) of CGST Act, 2017, the time limit to raise GST invoice is till the time of removal of goods (where the supply involves movement of goods).

Accordingly, it has been reiterated that customer (BHEL's Customer) billing is also to be done by BHEL at the time of vendor's billing on BHEL on removal of goods from vendor's works and GST liability is to be discharged thereof.

Hence, Vendor is required to inform BHEL at the time of billing/removal of goods. In the case where BHEL is get penalized by GST authority, due to delay in generating the invoice and the core reason for this delay is attributable to supplier, then the penalty imposed on BHEL by GST authorities will be pass on to supplier and deduction will be done from the pending dues of supplier with BHEL.

### 5. Evaluation in Case of More Than One L-1 Bidder

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

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

### 6. Inspection

1. The seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
2. Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller'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 Seller from his obligations under the contract. No additional charges shall be claimed for such inspections. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
4. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.
5. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
6. In case of following points, visit charges to be paid to Third Party Inspection Agency (TPIA) shall be imposed as penalty on Supplier:

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- Nothing/NIL material is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call.
- Lapses on the account of supplier has led to rejection of offered material (as per approved QAP/ Technical Specifications/ Other pertinent requirement), while carrying out Inspection.
- Less Quantity/ Short Quantity is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call for any of the line(s) item, leading to re-visit of Inspection Engineer.

### 7. Delivery Schedule

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

In case of non-acceptance of delivery schedule, supplier bid is liable to be rejected.

### 8. Reverse Auction

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.

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

### 9. Payment Terms

- Payments shall be made to the Seller (MSE / Non MSE) within the mentioned days (as per below table) from the Payment Due date. Vehicle entry date at BHEL Units / Sites / other delivery destinations as mentioned on Lorry Receipt (LR) copy shall be taken as Payment due date.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders, the same shall be notified by BHEL to supplier. Payment due date shall be revised accordingly considering submission of all documents/removal of deficiency by supplier.

For availing MSE benefits, latest copy of Udyam certificate shall be submitted.





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#### MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

#### 2. Documents to be submitted (if applicable)

- i) Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
- ii) Transporter copy along with material/consignment. In case material is delivered at location other than BHEL Goindwal, then LR receipt/acknowledgement is required.
- iii) Material Test Certificates (MTC) and
- iv) Compliance Certificate.

Any additional document required shall be mentioned in special terms & conditions.

3. GST registration number is to be submitted by qualified vendor as per GST law.

4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.

**5. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**

#### 10. Supplied Material Adjustment

Item/s pending in previous PO has to be billed in previous PO only. Otherwise, BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable that vendor should reconcile the pending PO statement every month/frequently with BHEL. Vendor can also view these details at Portal (<https://trichy.bhel.com/mm/index.jsp>).

#### 11. Treatment of cases regarding Conflict of Interest

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

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- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

It has to be signed by the authorized signatory of the bidder.

### 12. Validity of Offers

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of tender extension, the bid validity shall be considered from the date of tender opening.

### 13. Performance Security (PS)

Applicability:

- 1) Performance Security will not be applicable in which total PO value on vendor in one tender enquiry is less than or equal to Rs. twenty lakhs.
- 2) **(a) In case total PO value on vendor in one tender enquiry is greater than Rs. 20 Lakhs:** Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months of completion of all supplies under the PO.

**(b) In case total PO value on vendor is equal to or greater than Rs. 2 crores, then before** the release of this PS as mentioned in clause 2 (a) above, vendor has to submit another PS of Rs. one lakh after two months of completion of all supplies under the PO. This PS shall be valid for a period of 18 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date. Further release of PS as mentioned in 2 (a) will also be subject to submission of additional PS as mentioned in 2 (b) above if applicable.

In case of non-submission of PS for 5% of contract value, it will amount to breach of contract.

**Mode of deposit:**





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Performance security may be furnished in the following forms:

- 1) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

#### Account details:

Bank Name	STATE BANK OF INDIA
BRANCH	GOINDWAL SAHIB
A/C NO	40179740806
IFSC CODE	SBIN0010743

- 2) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 3) 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).
- 4) 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).
- 5) Insurance Surety Bond.
- 6) By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

(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).

#### 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 supplier.

#### 14. Breach of contract, Remedies and Termination

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

#### 15. Acceptance of Material Supplied

1. The supply shall strictly as per the specifications in the tender /purchase order.

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2. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.
3. Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.
4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL through B2B portal within 15 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.
5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 30 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.
6. After the clearance of the 1st lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 30 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier.

### 16. Warrantee and Corresponding Repair / Replacement of Goods

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warrantee against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including repair / replenish rejected goods, at the cost of the seller as per contractual obligations.

All incidental charges like freight, insurance and customs duty in respect of return of defective items are to vendor's account only. BHEL will inform related invoice, quantity etc. to supplier. Supplier has to give advance intimation / plan (Transporter, Vehicle details) for the lifting of material. Further supplier has to provide requisite documents (such as Credit Note, e-Way Bill etc.) to lift the rejected material. Material should be lifted within one month from date of intimation. After one-month, BHEL will not be responsible for rejected material and BHEL shall have the right to dispose off such rejected material.

The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within one month of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such





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supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.

### 17. Preferences for Micro and Small Enterprises (MSEs)

Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018”, or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

Main points which are mentioned in the above orders are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.
- 3% from within the 25% quantity offered to the MSE's shall be reserved for women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent 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 Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

MSE suppliers can avail the intended benefits only if they submit **Udyam Registration Certificate** along with the offer. No other document shall be considered for availing MSE benefits. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not cleared before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.

*Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.*

### 18. Liquidated Damage (LD)

1. Time is the essence of the contract.
2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.
3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.

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4. Failure to dispatch the materials in the time as per the delivery mentioned in our Purchase Order (PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered order value per week of the delay or part thereof subject to a maximum of 10% of the undelivered order value.
5. Indigenous: In case of Ex-works delivery terms, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms, Vehicle entry date at BHEL Units / Sites / other delivery destinations as mentioned on Lorry Receipt (LR) copy shall be taken as basis for LD calculations.
6. Import: For CFR terms, BL date will be considered for LD calculation.

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

### 19. Liability Under Reverse Charge (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

### 20. Preference to Make in India

This procurement shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 of Government of India issued by DPIIT and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for purchase preference to make in India shall be adhered.

### 21. Resolution of Disputes

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

Notes:

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

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





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The Annexure-X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

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

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Tarn Taran, Punjab, India.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Tarn Taran, Punjab, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”





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Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.

### 22. Access to Manufacturing Premises

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

### 23. Force Majeure

1. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
2. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
4. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### 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 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.

Signature Not Verified

AMAN SHARMA





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***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.***

#### **25. Preventive Checks to Eliminate Suspected Cartel Formation**

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.

#### **26. Fraud Prevention Policy**

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://www.bhel.com/> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

#### **27. Suspension of Business Dealings with Suppliers / Contractors**

The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <https://www.bhel.com/>.

#### **INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:**

##### **27.1. Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

##### **27.2. Commitment by Bidder/ Supplier/ Contractor:**

27.2.1. The bidder/ supplier/ contractor commits 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.

27.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.





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27.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 extant guidelines of the company available on <https://www.bhel.com/> and/or under applicable legal provisions.

### 28. Discrepancy in Words and Figures

1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
5. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
6. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

### 29. LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

### 30. Sub-Contract

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.





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### 31. Clarifications

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

### 32. Restrictions Under Rule 144(XI) of The General Financial Rules (GFR), 2017

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.  
b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. *This clause shall be applicable only in the tenders which attract restrictions due to specified ToT.*
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the 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 country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - 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
- IV. The beneficial owner for the purpose of (iv) above will be as under
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—

Signature Not Verified

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- 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 shareholders 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- VIII. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

#### **Bidder has to submit a certificate certifying following along with offer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that 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 fulfils all requirements in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be Attached*]."

### **33. General**

1. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.

Signature Not Verified

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## General Conditions of Contract (GCC) of MM Tenders

### BHARAT HEAVY ELECTRICALS LIMITED

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2. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
3. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
4. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that these terms and conditions are acceptable.
5. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
6. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
7. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
8. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender.
9. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
10. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors.
11. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
12. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free on Road etc. these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.
13. The bidder has to keep track of any changes by viewing the addendum(s) / Corrigendum(s) issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
14. Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (<https://supplier.bhel.in/>).
15. The General Conditions of Contract and the Special Conditions in each enquiry and the resulting purchase order constitute the entire contract between the parties. In case of any discrepancy between the provisions of General Conditions of Contract and Special Conditions of the Tender, the provisions in Special Conditions of the Tender shall prevail and interpretation of BHEL of such condition/clause will be final and binding on both the parties.

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#### 34. Treatment in Case of Dealer Acceptance

Whether dealers/agents in tender are acceptable that will be mentioned in tender special terms. In case of acceptance of dealers/agents in tender, below criteria is applicable.

##### For manufacturers

In case manufacturer insists on engaging a dealer / agent / reseller, such dealer / agent / reseller is not allowed to represent more than one manufacturer for same item. In case more than one dealers/agent of a company quote for same item, then bid of both dealers/agents shall be considered. In case OEM has authorized a particular dealer specific to any tender, then bid of any other dealer of same OEM shall be rejected.

##### For dealer / agent / reseller:

In case of dealers / agents / reseller, valid authorized dealer certificate is required from original manufacturer (OEM). In case bids are received from dealer / agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for same item will be rejected. Kindly quote for single make only. Dealer has to provide contact details (like name, e-mail id, telephone no & address) of OEM office issuing "Dealer Authorization Certificate".

#### 35. Enclosure

- Annexure-1: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- Annexure-2: Declaration reg. minimum local content in line with revised public procurement
- Annexure-3: Proforma of Bank Guarantee for Performance Security.
- Annexure-4: List of Consortium Bank.
- Annexure-X: Brief Procedure for Conduct of Conciliation Proceedings
- Appendix-I of Annexure-X
- Appendix-II of Annexure-X
- Appendix-III of Annexure-X





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### Annexure-1

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To  
Bharat Heavy Electrical Limited  
Industrial Valves Plant  
Goindwal  
Punjab-143422

Dear Sir,

Subject: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/  
BANKRUPTCY PROCEEDINGS

Ref: 1) Tender Enquiry No.

I/We, \_\_\_\_\_ declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:





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### Annexure-2

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER  
2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)  
(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To  
Bharat Heavy Electrical Limited  
Industrial Valves Plant  
Goindwal  
Punjab-143422

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

Ref: 1) Tender Enquiry No.

We hereby certify that the items/works/services offered by M/s \_\_\_\_\_  
(Name of of bidder) has a local content of \_\_\_% and this meets the local content requirement for **Class-1 Local supplier/ Class-2 Local supplier** \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

...

Thanking you,  
Yours faithfully,

(Signature, Date & seal of Authorized Signatory of the Bidder)

\*\* - Strike out whichever is not applicable.





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Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidders quoted value is in excess of Rs 10 Crores , the authorized signatory of this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder





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**Annexure-3**

**BANK GUARANTEE FOR PERFORMANCE  
SECURITY (On non-Judicial paper of appropriate  
value)**

Bank Guarantee No.  
Date.

To  
Bharat Heavy Electrical Limited  
Industrial Valves Plant  
Goindwal  
Punjab-143422

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 BHEL House, Siri Fort New Delhi through its Unit at BHEL, IVP, Goindwal having awarded to.....  
(Name of the Vendor / Contractor / Supplier) with its registered office at..... hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No..... valued at Rs. .... (Rupees .....)  
and the Vendor / Contractor / Supplier having agreed to provide a contract performance bank guarantee, equivalent to ... % (... percent) of the said value of the contract to the employer for the faithful performance of the Contract.

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

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

Signature Not Verified

AMAN SHARMA





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

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

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

We.....Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor /Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.





## General Conditions of Contract (GCC) of MM Tenders

### BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,  
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Unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this bank guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this guarantee shall not exceed-----
- b) This Guarantee shall be valid up to -----
- c) Unless the Bank is served a written claim or demand on or before..... all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of  
(Name of the Bank)

Date:

Place of Issue:

Notes:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp

Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/estamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.





## General Conditions of Contract (GCC) of MM Tenders

### BHARAT HEAVY ELECTRICALS LIMITED

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#### Annexure-4

#### LIST OF CONSORTIUM BANKS

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd





## General Conditions of Contract (GCC) of MM Tenders

### BHARAT HEAVY ELECTRICALS LIMITED

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### Annexure-X

#### BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case, within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case, within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

Signature Not Verified

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## General Conditions of Contract (GCC) of MM Tenders

### BHARAT HEAVY ELECTRICALS LIMITED

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9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

Signature Not Verified

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## General Conditions of Contract (GCC) of MM Tenders

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17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
  - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.





## General Conditions of Contract (GCC) of MM Tenders BHARAT HEAVY ELECTRICALS LIMITED

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

Sr. No.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	<p>In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)</p> <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs. 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	<p>i Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p>	
		As per the extant entitlement of whole time Functional Directors in BHEL.

Signature Not Verified

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## General Conditions of Contract (GCC) of MM Tenders BHARAT HEAVY ELECTRICALS LIMITED

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5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.
---	-------------------	--

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.





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30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - admissions made by the other party in the course of the Conciliator proceedings;
  - proposals made by the Conciliator;
  - The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

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### Appendix-I of Annexure-X

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

**Representative of BHEL**





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### Appendix-II of Annexure-X

**FORMAT FOR GIVING CONSENT BY  
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No

& date \_\_\_\_

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor  
Name, with designation Date





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### Appendix-III of Annexure-X

#### STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

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

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

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

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



**Confirmations**

**Confirmation of Special Terms: -**

<b>SPECIAL TERMS</b>	<b>CONFIRMATION BY BIDDER</b>
<b>Validity of Offer</b> : 90 days from the actual date of techno-commercial bid (Part I) opening (as per Tender Special Term S6).	<b>Yes / No</b>
<b>Identification of Material</b> : Colour Coding / Segregation of Wooden Planks (as per Tender Special Term S7 b).	<b>Yes / No</b>
<b>Packing List Requirements</b> : Submission of a detailed packing list along with each lot is mandatory (as per Tender Special Term S7 c).	<b>Yes / No</b>
<b>Assembly Timeline inside BHEL Premises</b> : In case wooden boxes are delivered to BHEL IVP Stores in unassembled condition, the supplier shall ensure that assembly work is commenced immediately and completed within FIVE working days, otherwise ground rent charges @ ₹1,000 per day per consignment shall be levied (as per Tender Special Term S7 d).	<b>Yes / No</b>
<b>Rates quoted by the bidder against this tender is excluding of Taxes and on FOR Destination basis.</b>	<b>Yes / No</b>
<b>Undertaking that Bidder have read and understand all Drawings/QCP and other terms and conditions and comply the same.</b>	<b>Yes / No</b>

**Confirmation: Required documents as per tender terms has attached.**

	<b>List of Documents to be attached during Bid Submission</b>	<b>Refer Tender Terms</b>	<b>To be confirm by Bidder</b>
1	Submission of UDYAM Certificate	S.1 (b)	Attached / Not attached
2	Submission of Declaration from bidder is engaged in Manufacturing of wooden boxes / wooden items.	S.2 (A/B/C)	Attached / Not attached
3	List of Machines which must include the facilities of (i) Wood Cutting Band Saw Machine / Wood table saw machine / Non-portable wood cutting machine (ii) Wood working planer machine / Multi-purpose wood working machine / Similar type of wood working machine	S.2 (A/C)	Attached / Not attached
4	Copy of Purchase Orders (PO) along with its proof of execution like Invoice / Consignee Receipt Note / Completion Certificate.	S.2 (A/B/C)	Attached / Not attached
6	Duly Filled Techno-Commercial bid (Part- I, MS-Excel file to uploaded in .pdf)	S.3 (a)	Attached / Not attached
7	Duly Filled Annexure – Q (this document)	S.3 (e)	Attached / Not attached
8	Duly Filled Annexure – R (Integrity Pact) Kindly ensure to fill the following details in Annexure- R, before submitting: - a) Name of the Bidder in the Page -1 of the Integrity Pact. b) Signature and stamp of the bidder in the Page-5 (last page) of Integrity Pact. c) Signature, Name and address of the Witness in the Page-5 (last page) of Integrity Pact.	S.3 (f)	Attached / Not attached

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

Tender Enquiry no. **2627-011E dt. 21.05.2026** - Wooden Packing Boxes and Planks (Annual Rate Contract)

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

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

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

  
 For & On behalf of the Principal  
 (Office Seal)

प्रांशु/PRANSHU  
 प्रबंधक/Manager/सामग्री प्रबंधक/Material Management  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
 BHARAT HEAVY ELECTRICALS LIMITED  
 भारत सरकार का उपक्रम/A Govt. of India Undertaking  
 इंडस्ट्रियल वाल्व्स प्लांट/433, Industrial Valves Plant,  
 गोइंदवाल (तारन तारन)/Goindwal, (Tarn Taran)

Place Goindwal Sahib  
 Date 21/05/26

Witness: Rajesh Kumar  
 (Name & Address) RAJESH KUMAR  
Sr. Manager / IVP Goindwal

राजेश कुमार/RAJESH KUMAR  
 वरिष्ठ प्रबंधक/Sr. Manager  
 सामग्री प्रबंधक/Material Management  
 बी एच ई एल-आई वी पी/BHEL-IVP  
 गोइंदवाल साहिब/Goindwal Sahib-143422  
 जिला तारन तारन/Distt. Tarn Taran-(Punjab)

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

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

**PART-I (TECHNO-COMMERCIAL BID)****(To be filled & signed by bidder & submit with offer as 'PDF' file only)**

<b>Tender enquiry no. &amp; date</b>	<b>2627-011E dated 21.05.2026</b>
<b>Tender description</b>	<b>Supply of Wooden Boxes &amp; Planks (Annual Rate Contract )</b>

Bidder must note following points:

1. This workbook is protected, except for cells where comments / confirmation is to be given by bidder.
2. Bidder is advised not to unprotect / tamper the sheet / alter the terms mentioned in the sheet.
3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection.
4. Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation. Bidders are advised to upload duly filled & signed 'PDF' file as techno-commercial (Part-I) bid'. Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and / or submitting incomplete replies may lead to rejection of bidder's quotation.
5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure / sheet attached to this questionnaire, indicating cross-reference of respective clauses.

**BIDDER'S DETAILS**

Sr. No.	Elements	Remarks	
1	Name of the Firm / Company		
2	Registered Address		
3	Quotation reference no. & date		
4	Contact person Details	Name / Designation	
		Contact Number	
		Email ID (can be more than one)	
5	Bidder Type (Indian / Foreign):		
6	Type of Ownership	Select from drop down list	
7	Company's Nature of Business	Select from drop down list	
8	Year of commencement of Business		
9	Company registration No. & Incorporation Certificate		
10	PF No.		
11	ESIC No.		
12	PAN No.		
13	GST No.		
14	Name of major / reputed Companies where the vendor is registered		
15	Whether company is registered under MSME Act 2006 as Micro / Small / Medium Enterprise category. <i>(If yes, please attach valid certificate as per latest MSME guidelines)</i>	Select from drop down list	If yes, mention UDYAM registration number Here
	If Yes, Please specify the Enterprise Category	Select from drop down list	
	Ownership status of MSE Bidder	Select from drop down list	

**TECHNICAL CONDITION DETAIL**

Sl no.	Elements	Response	Remarks
1	Technical : Supply of Wooden Boxes & Planks as per tender documents - Drawings and TDC (if selected 'Accepted with deviation', please mention the deviation clearly)	Select from drop down list	

**COMMERCIAL CONDITIONS & DETAILS**

Sl no.	Elements	Response	Remarks (if any)
1	GST / Taxes Applicable	Select from drop down list	
2	Validity	Validity of offer : 90 days from techno commercial bid opening(Part I)	Select from drop down list
		Validity of Contract : One-year period from the date of finalization	Select from drop down list
3	Delivery period: Within 75 days of placement of PO / LOI. (refer tender terms & conditions)	Select from drop down list	

**PART-I (TECHNO-COMMERCIAL BID)**

**(To be filled & signed by bidder & submit with offer as 'PDF' file only)**

Tender enquiry no. & date		2627-011E dated 21.05.2026	
Tender description		Supply of Wooden Boxes & Planks (Annual Rate Contract)	
4	Delivery Destination : FOR Goindwal Sahib Basis (refer tender terms & conditions)	Select from drop down list	
5	Bidder has quoted for the items belongs to which Category : - [Category 1 : Wooden Box; Category 2 : Wooden Planks; For both Categories : Wooden Boxes and Planks] (Refer tender terms S 1. Special Notes, g).	Select from drop down list	
6	Vendor has to attach list of machinery as per BHEL requirement to qualify for the Category 1 i.e. for the Supply of Wooden Boxes (Refer special terms S2.A1 / S2. C1).	Select from drop down list	
7	Self Declaration by Bidder : It is hereby declared that Bidder is engaged in the manufacturing of wooden boxes / wooden items (Refer special terms S2.A2 / S2.B1 / S2. C2).	Select from drop down list	
8	Documents regarding Purchase Order/s and Invoice/s of 'Wooden boxes / Wooden items' from any customer with minimum cumulative value of	Rs. 25,00,000 along with the proof of execution (Refer special terms S2.A3) [For Category 1 : Supply of Wooden Boxes Only]	Select from drop down list
		Rs. 5,00,000 along with the proof of execution (Refer special terms S2.B2) [For Category 2 : Supply of Wooden Planks Only]	Select from drop down list
		Rs. 30,00,000 along with the proof of execution (Refer special terms S2.C3) [For Both Categories 1 and 2: Supply of Wooden Boxes and Planks]	Select from drop down list
9	Confirmation regarding supply of minimum Cubic Feet (CFT) of wood per month to BHEL Goindwal	Minimum 1000 Cubic Feet of Wood /Month (Refer special terms S2.A4) [For Category 1 : Supply of Wooden Boxes Only]	Select from drop down list
		Minimum 200 Cubic Feet of Wood /Month (Refer special terms S2.B3) [For Category 2 : Supply of Wooden Planks Only]	Select from drop down list
		Minimum 1200 Cubic Feet of Wood /Month (Refer special terms S2.C4) [For Both Categories 1 and 2: Supply of Wooden Boxes and Planks]	Select from drop down list
10	Monthly CFT commitment of Wood per month to BHEL Goindwal (Refer special term S3.(c))	Please mention CFT _____	
11	Material Packing, Identification, Handling and Assembly Conditions (Refer special term S7)	<b>Transportation:</b> All wooden boxes and planks shall be properly stacked inside lorry to facilitate safe, easy and fast unloading using Forklifts / Electric Overhead Travelling (EOT) Cranes. In case of Improper stacking inside lorry, unloading may be delayed and BHEL will not be responsible for delay in unloading.	Select from drop down list
		<b>Colour Coding / Segregation of Wooden Planks</b> as per tender term : In the absence of proper colour coding and/or segregation through the supplier's representative at the time of unloading, GR at BHEL may be delayed. Further, BHEL shall not be held responsible for any mismatch in the counting of wooden planks during or after unloading.	Select from drop down list
		<b>Packing List Requirements:</b> Submission of a detailed packing list along with each lot is mandatory.	Select from drop down list

**PART-I (TECHNO-COMMERCIAL BID)**

**(To be filled & signed by bidder & submit with offer as 'PDF' file only)**

Tender enquiry no. & date		2627-011E dated 21.05.2026	
Tender description		Supply of Wooden Boxes & Planks (Annual Rate Contract)	
		<p><b>Assembly Timeline inside BHEL Premises:</b> In case wooden boxes are delivered to BHEL IVP Stores in unassembled condition, the supplier shall ensure that assembly work is commenced immediately and completed within FIVE working days, otherwise ground rent charges @ ₹1,000 per day per consignment shall be levied.</p>	Select from drop down list
12	Security Deposit : 3% of basic value shall be deducted from each invoice (Refer special terms S10)		Select from drop down list
13	Loading Criteria cum Counter offer (Refer special term S11)	Loading shall be done on vendor as per criteria mentioned in Special Term S11	Select from drop down list
		BHEL will place orders for required quantity based BHEL delivery requirement, pending POs at any time with vendor (including previous RC POs) and vendor's monthly CFT commitment, delivery records and quality	Select from drop down list
		For items where, previous purchase orders (including earlier Rate Contract POs) are overdue and pending with the supplier, BHEL reserves the right to withhold or restrict placement of fresh orders for the same items under this Rate Contract until such pending supplies are fulfilled.	Select from drop down list
14	Payment term: (Refer clause no. 9 of General Contract conditions (GCC))		Select from drop down list
15	Treatment of Cases regarding Conflict of Interest among Bidders / Agents (Refer clause no. 11 of General Contract conditions (GCC))		Select from drop down list
16	Breach of contract and Termination (Refer clause no. 14 of General Contract conditions (GCC))		Select from drop down list
17	<b>Warranty Period:</b> Supplier shall give a warrantee for a period of 18 months from the date of receipt. In case of non-acceptance of this term bid will be rejected. (Refer clause no. 16 of GCC)		Select from drop down list
18	LD clause: Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %. (Refer Clause 18 of General Contract Conditions (GCC)).		Select from drop down list
19	Make in India (MII) (Refer clause no. 20 of GCC)	Local Content Declaration	Select from drop down list
		Details of location at which local value addition will be made is as follows:	Select from drop down list
20	Certificate regarding Restrictions Under Rule 144(XI) of The GFR, 2017 (Refer clause no. 32 of GCC)	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 fulfils all requirements in this regard and is eligible to be considered.	Select from drop down list
21	Firm Price: The quoted / finalised rates shall be firm till execution of the supplies.		Select from drop down list
22	I have thoroughly gone through the attached tender terms & conditions and understood the above techno-commercial requirements		Select from drop down list

**PART-I (TECHNO-COMMERCIAL BID)****(To be filled & signed by bidder & submit with offer as 'PDF' file only)**

Tender enquiry no. & date		2627-011E dated 21.05.2026			
Tender description		Supply of Wooden Boxes & Planks (Annual Rate Contract )			
23	Rates quoted are net of taxes & FOR Goindwal Sahib basis	Select from drop down list			
24	If there is any deviation in reference to any of the tender term, kindly mention it <b>HERE</b> only. <b>Deviation specified elsewhere, will not be considered.</b>	Select from drop down list			
Item detail					
Sl. no.	Material Code	Description	Quantity, nos.	Approx. CFT per Box/Plank	Quoted / not quoted
1	VP5144999182	BOX TYPE - 2	50	1.1	Select from drop down list
2	VP5144999190	BOX TYPE - 2A	50	1.5	Select from drop down list
3	VP5144999018	BOX TYPE - 3A	70	3.85	Select from drop down list
4	VP5144999026	BOX TYPE - 4	30	4.19	Select from drop down list
5	VP5144999034	BOX TYPE - 5	250	4.94	Select from drop down list
6	VP5144999042	BOX TYPE - 6	250	5.99	Select from drop down list
7	VP5144999050	BOX TYPE - 7	50	5.99	Select from drop down list
8	VP5144999069	BOX TYPE - 9A	300	6.29	Select from drop down list
9	VP5144999077	BOX TYPE - 10A	200	7.82	Select from drop down list
10	VP5144999085	BOX TYPE - 13A	220	8.42	Select from drop down list
11	VP5144999093	BOX TYPE - 14A	300	10.09	Select from drop down list
12	VP5144999107	BOX TYPE - 14B	300	12.03	Select from drop down list
13	VP5144999115	BOX TYPE - 15	300	11.97	Select from drop down list
14	VP5144999123	BOX TYPE - 16	400	16.72	Select from drop down list
15	VP5144999140	BOX TYPE - 16C	125	21.97	Select from drop down list
16	VP5144999158	BOX TYPE - 16B	15	25.09	Select from drop down list
17	VP5144999174	BOX TYPE - 17	15	37.38	Select from drop down list
18	VP5144999204	WOODEN PLANK 1"X4"X32" (INCHES)	600	0.1	Select from drop down list
19	VP5144999263	WOODEN PLANK 1"X4"X36" (INCHES)	600	0.1	Select from drop down list
20	VP5144999212	WOODEN PLANK 2"X4"X28" (INCHES)	10,000	0.1	Select from drop down list
21	VP5144999220	WOODEN PLANK 2"X4"X32" (INCHES)	10,000	0.1	Select from drop down list
22	VP5144999239	WOODEN PLANK 2"X4"X36" (INCHES)	8,000	0.2	Select from drop down list
23	VP5144999247	WOODEN PLANK 2"X4"X38" (INCHES)	8,000	0.2	Select from drop down list
24	VP5144999255	WOODEN PLANK 2"X4"X50" (INCHES)	2,200	0.2	Select from drop down list
25	VP5144999271	WOODEN PLANK 2"X4"X58" (INCHES)	700	0.3	Select from drop down list

Validate

Print

Help

**Item Wise BoQ**

Tender Inviting Authority: BHEL IVP Goindwal Sahib

Name of Work: Supply of Wooden Boxes &amp; Planks (Annual Rate Contract)

Contract No: 2627-011E dated 21.05.2026

Name of the Bidder/ Bidding Firm / Company :

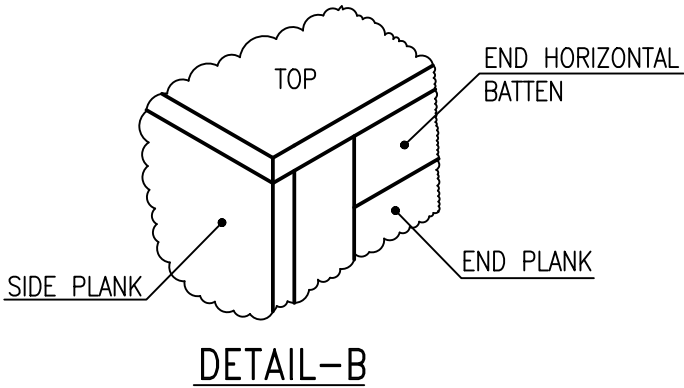
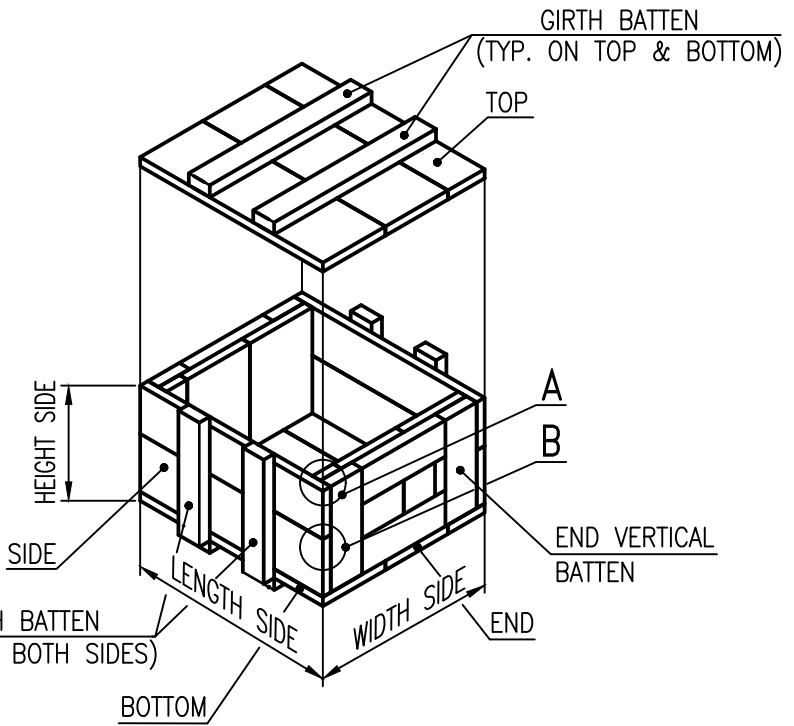
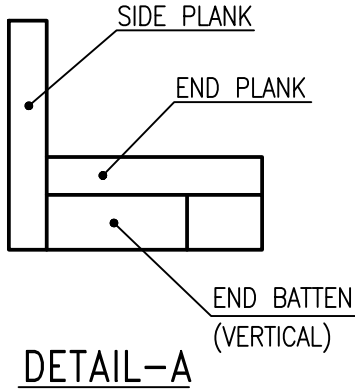
**PRICE SCHEDULE****(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Code / Make	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. Per piece	BASIC RATE in WORDS in Rs. Per piece
1	2	3	4	5	7	13
1	VP5144999182	BOX TYPE - 2	50	Number		INR Zero Only
2	VP5144999190	BOX TYPE - 2A	50	Number		INR Zero Only
3	VP5144999018	BOX TYPE - 3A	70	Number		INR Zero Only
4	VP5144999026	BOX TYPE - 4	30	Number		INR Zero Only
5	VP5144999034	BOX TYPE - 5	250	Number		INR Zero Only
6	VP5144999042	BOX TYPE - 6	250	Number		INR Zero Only
7	VP5144999050	BOX TYPE - 7	50	Number		INR Zero Only
8	VP5144999069	BOX TYPE - 9A	300	Number		INR Zero Only
9	VP5144999077	BOX TYPE - 10A	200	Number		INR Zero Only
10	VP5144999085	BOX TYPE - 13A	220	Number		INR Zero Only

11	VP5144999093	BOX TYPE - 14A	300	Number		INR Zero Only
12	VP5144999107	BOX TYPE - 14B	300	Number		INR Zero Only
13	VP5144999115	BOX TYPE - 15	300	Number		INR Zero Only
14	VP5144999123	BOX TYPE - 16	400	Number		INR Zero Only
15	VP5144999140	BOX TYPE - 16C	125	Number		INR Zero Only
16	VP5144999158	BOX TYPE - 16B	15	Number		INR Zero Only
17	VP5144999174	BOX TYPE - 17	15	Number		INR Zero Only
18	VP5144999204	WOODEN PLANK 1"X4"X32" (INCHES)	600	Number		INR Zero Only
19	VP5144999263	WOODEN PLANK 1"X4"X36" (INCHES)	600	Number		INR Zero Only
20	VP5144999212	WOODEN PLANK 2"X4"X28" (INCHES)	10,000	Number		INR Zero Only
21	VP5144999220	WOODEN PLANK 2"X4"X32" (INCHES)	10,000	Number		INR Zero Only
22	VP5144999239	WOODEN PLANK 2"X4"X36" (INCHES)	8,000	Number		INR Zero Only
23	VP5144999247	WOODEN PLANK 2"X4"X38" (INCHES)	8,000	Number		INR Zero Only
24	VP5144999255	WOODEN PLANK 2"X4"X50" (INCHES)	2,200	Number		INR Zero Only
25	VP5144999271	WOODEN PLANK 2"X4"X58" (INCHES)	700	Number		INR Zero Only

CAUTION: The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.

DCP No.	ALTD: R.S.	APPD: G.S.S.
	CHD: R.S.	DT: 06.05.2026
REV 04	VP* SERIES CODE UPDATED.	
ZONE		

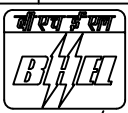
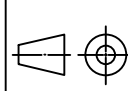


ITEM NO.	DESCRIPTION	SIZE
1	PLANK THICKNESS	19 (3/4")
2	GIRTH BATTEN	50 X 25
3	END BATTEN	75 X 25

**NOTES:-**

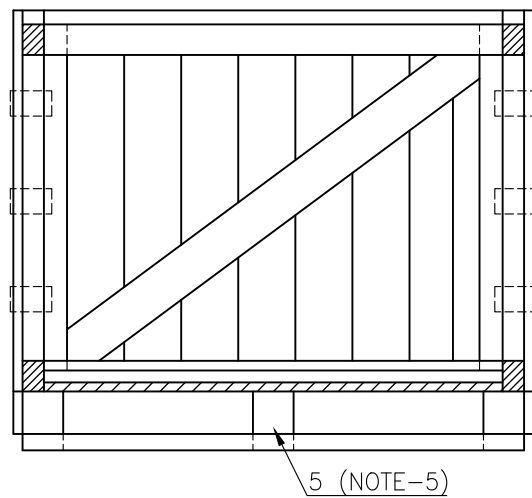
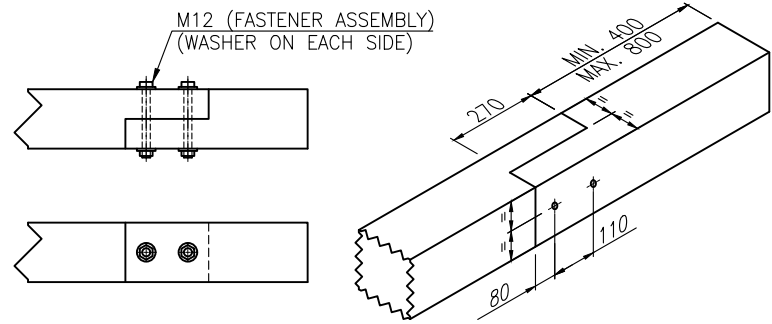
01. LENGTH(L), WIDTH(W), HEIGHT(H) ARE INNER DIMENSIONS OF THE BOX.
02. THE QUANTITY OF EACH ITEM WILL BE DECIDED BY THE LENGTH AND WIDTH OF THE BOX.
03. TO AVOID RAIN WATER ENTRY, ALL INNER SIDES EXCEPT BOTTOM SHALL BE FULLY COVERED BY POLYTHENE FILM.
04. FOR TYPE 1 & 1A, END VERTICAL BATTEN SHALL BE FLUSH ON BOTH SIDES WITH HARD BOARD TO WRITE DESPATCH DETAILS.

S.NO.	MATERIAL CODE	TYPE	L	W	H
1	--	1A	320	250	260
2	--	1	320	250	430
3	VP5144999182	2	430	370	430
4	VP5144999190	2A	500	450	550

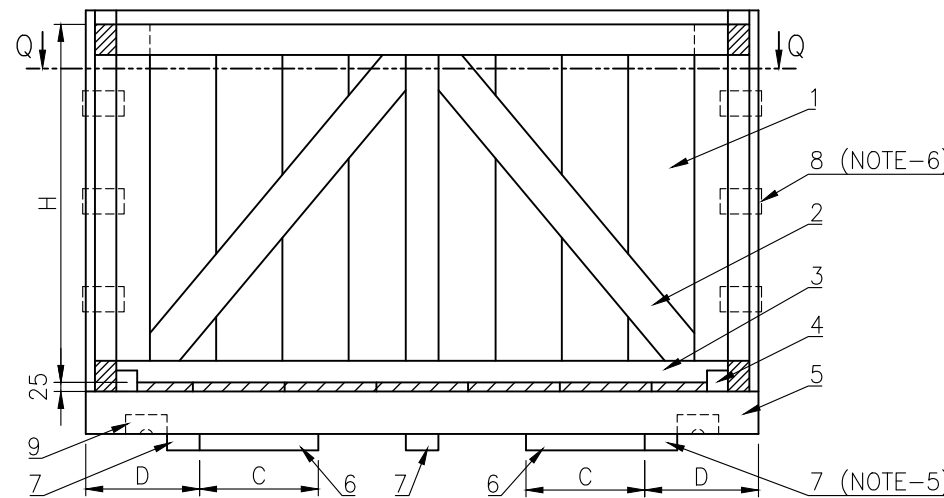
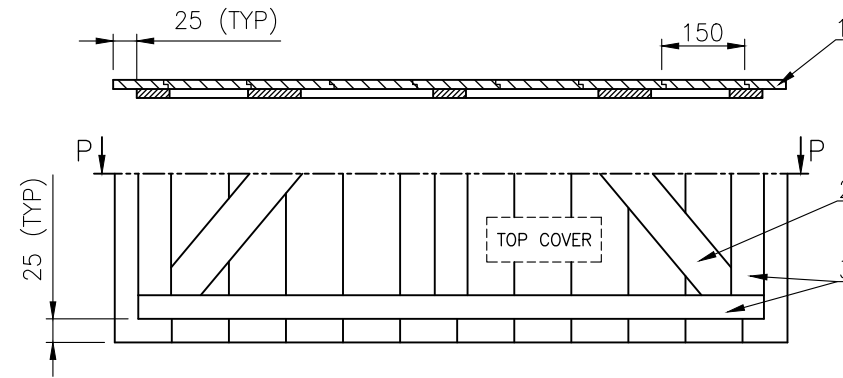
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NO OFF	DESCRIPTION	MATL CODE	MATL SPECN	HEAT TREATMENT	SCRAP SORT	NET WT (kg)	GROSS WT (kg)	DRAWING No	ITEM No
 <b>BHARAT HEAVY ELECTRICALS LTD.,</b> UNIT: INDUSTRIAL VALVE PLANT. GOINDWAL SAHIB 143422.					DRN	NAME RAVINDER SINGH	SIGN R.S.	DATE 06.05.26	NO.OF VAR
					CHD	RAVINDER SINGH	R.S.	06.05.26	
					APPD	GURBAX SINGH	G.S.S.	06.05.26	
DEPT	CODE	 SCALE NTS		WEIGHT (KG).	REFERENCE INFORMATION				NO. OF ITEMS
TITLE <b>PACKING CASE (WOOD)</b>					CARD CODE U 01	DRAWING NO. <b>4-V-4000-07183</b>			REV <b>04</b>

DRAWING NO.

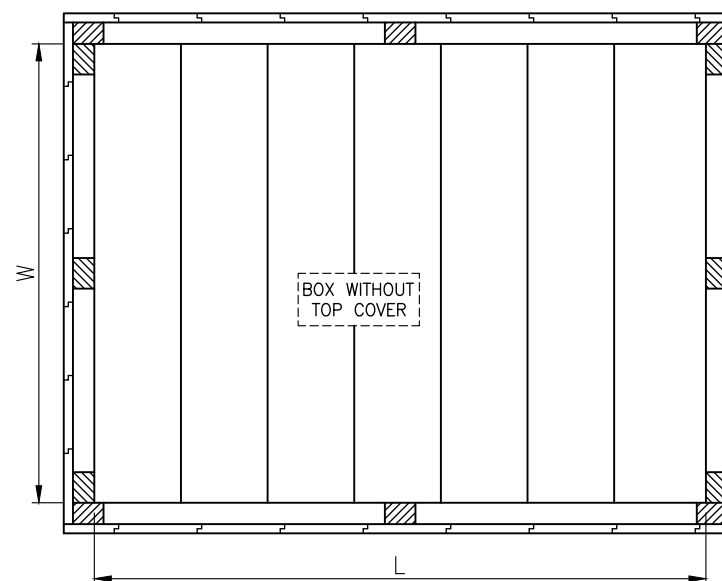
### RUNNER JOINT DETAILS (REFER NOTE 7, 8, 9, 10)



### SECTION - PP



### SECTION - QQ



S.NO.	MATERIAL	BOX TYPE	DIMENSIONS (MM)					QUANTITY PER BOX				
			L	W	H	C	D	ITEM -4	ITEM -5	ITEM -6	ITEM -7	ITEM -8
1	VP5144999018	3A	670	670	500	-	200	2	2	2	-	8
2	VP5144999026	4	710	630	600	-	200	2	2	2	-	8
3	VP5144999034	5	850	630	670	-	200	2	2	2	-	8
4	VP5144999042	6	1000	770	670	-	200	2	2	2	-	8
5	VP5144999050	7	1100	430	670	-	200	2	2	2	-	8
6	VP5144999069	9A	1250	570	710	300	200	2	2	4	-	8
7	VP5144999077	10A	1300	770	850	300	200	2	2	4	-	8
8	VP5144999085	13A	1500	650	710	300	200	2	2	4	-	8
9	VP5144999093	14A	1850	700	710	300	200	2	2	4	-	8
10	VP5144999107	14B	1850	700	1050	300	200	2	2	4	-	12
11	VP5144999115	15	2000	800	800	400	200	2	2	4	-	12
12	VP5144999123	16	2134	915	1220	400	250	2	3	6	3	12
13	VP5144999131	16A	2743	1220	1070	400	250	2	3	6	3	12
14	VP5144999140	16C	2470 <sup>®</sup>	1210	1320	400	250	2	3	6	3	12
15	VP5144999158	16B	2743	1220	1525	400	250	2	3	6	3	12
16	VP5144999166	16D	2743	1400	1525	400	250	2	3	6	3	12
17	VP5144999174	17	4200	1420	1525	500	300	2	4	8	4	12

ITEM NO.	DESCRIPTION	SIZE (MM) / DETAILS	MATERIAL
1	SOFT WOOD PLANK	150 x 20 (S.NO. 1 TO 7) 150 x 25 (S.NO. 8 TO 17)	WOOD
2	DIAGONAL BRACE	75 x 25	WOOD
3	SOFT WOOD BATTENS	75 x 25	WOOD
4	END TRAVERSE BAR	50 x 50 (S.NO. 1 TO 10) 100 x 50 (S.NO. 11 TO 17)	WOOD
5	RUNNER	100 x 100	WOOD
6	RESTING BEAM	100 x 50	WOOD
7	CROSS BEAM	100 x 50	WOOD
8	SIDE PLATE	150 x 100 x 1.5	M.S. SHEET
9	SLING PLATE	150 x 100 x 1	M.S. SHEET

NOTES:

- TO AVOID RAIN WATER ENTRY, ALL INNER SIDES EXCEPT BOTTOM SHALL BE FULLY COVERED BY POLYTHENE FILM (REFER LATEST APPLICABLE TDC).
- SECURE THE ASSEMBLIES WITH ENOUGH SIDE SUPPORTS TO AVOID MOVEMENT OF ASSEMBLIES DURING TRANSIT.
- ITEM-6 MUST BE PROVIDED BELOW EACH RUNNER.
- UNDER EACH RUNNER, ITEM-6 IS SINGLE & CONTINUOUS (FOR S.NO. 1 TO 5) AND SPLIT (FOR S.NO. 6 TO 17).
- ITEM-5 & 7 SHALL BE AT EQUAL SPACING (FOR S.NO. 12 TO 17).
- ITEM-8 IS 2 NOS. (FOR S.NO. 1 TO 9) AND 3 NOS. (FOR S.NO. 10 TO 17) AT EACH VERTICAL CORNER.
- IF REQUIRED, RUNNER JOINT ACCEPTABLE (FOR S.NO. 13 TO 17) ONLY.
- FOR EACH RUNNER, MAXIMUM 1 JOINT (FOR S.NO. 13 TO 16) AND 2 JOINTS (FOR S.NO. 17), ARE ACCEPTABLE.
- JOINTS IN ADJACENT RUNNERS SHALL NOT BE ON SAME SIDE OF BOX.
- ONE FASTENER ASSEMBLY CONSIST OF 1 HEX. BOLT, 2 NUTS, 2 WASHERS AND MUST BE FULLY TIGHTENED.
- 3 INCH NAILS TO BE USED FOR JOINING AND SPACING OF NAILS SHALL NOT EXCEED 100MM.

REV	DATE	ALTERED	BY	REV	DATE	ALTERED	BY
19	06.05.26	CHD & APPD	RAVINDER SINGH	18	11.04.26	CHD & APPD	RAVINDER SINGH
ZONE				ZONE			
		VP* SERIES CODE UPDATED. NOTE-11 ADDED.				© FOR S.NO. 14 DIM. 2470 WAS 2520.	

CAUTION: The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.

SL No.	DESCRIPTION	MATL CODE	MATL SPECN	HEAT TREATMENT	SCRAP SORT	NET WT (kg)	GROSS WT (kg)	DRAWING No	ITEM No
TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT <b>CS</b>									
BHARAT HEAVY ELECTRICALS LTD. UNIT: INDUSTRIAL VALVE PLANT. GOINDWAL SAHIB - 143422.				DRN	NAME	SIGN	DATE	NO. OF VAR.	
				CHD	RAVINDER SINGH	R.S.	06.01.14		
				APPD	RAKESH KUMAR	R.K.	06.01.14		
DEPT	SCALE	WEIGHT (KG).		REFERENCE INFORMATIONS			NO. OF ITEMS		
CODE	NTS								
TITLE <b>PACKING BOX (WOOD)</b>							CARD CODE	DRAWING NO.	REV
							U 01	2-SH-BW-022	19



**BHEL –IVP-Goindwal**  
**Quality Department**  
**Technical Delivery Conditions**

DOC NO TDC:WOODENBOX:  
Rev:07  
Rev date: 25.09.2025

Product: : Assembled Wooden boxes and loose wooden planks

## **1. General:**

This TDC lays down instructions for supply of assembled wooden boxes and loose wooden planks at industrial valves plant for transportation of the valves/wall blowers/Loose Components & other finished products.

## **2. Wood Species:**

The following wood species can be used for Wooden boxes/planks:

### **Coniferous Wood:**

Trade Name	Botanical Name
Fir	Abies pindrow
Deodar	Cedrus deodara
Chir	Pinus roxburghil
Kali	Pinus wallichians
Khasi Pine	Pinus khasya
Spruce	Picea smithiana boiss

### **Non Coniferous Wood:**

Trade Name	Botanical Name
Rubber wood	Hevea brasiliensis
Salai	Boswellia serrata
Bahera	Terminalia bellirica
Jaman	Syzygium cumini
Lendi	Lagerstroemia parviflora
Mango	Hangifera indica
Machilus(Kalamavu)	Machilus macrantha
Irul	Xylis xylocarpa
Irulbaken	Hopes
Karumarudu	Terminalia tomentoss
Murtenga	Bursera serrata
Nangal	Mesua ferrea
Pillamarudu	Terminalia panicutala
Sal	shorea robusta



BHEL –IVP-Goindwal  
Quality Department  
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DOC NO TDC:WOODENBOX:  
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### **3. Compliance With Standards:**

Assistance has been derived from the following standards in the preparation of this specification.

BHEL Corporate Packing Standard No.. : AA 51402 for non-coniferous wood

BHEL Corporate Packing Standard No.. : AA 51401 for coniferous wood

IS 1326-1992: Non-Coniferous Sawn Timber (Baulks & Scantling)

IS 5966-1993: Non-Coniferous Timber in Converted Form for General Purposes

IS 6662-1993 Groups I & II: Timber Species Suitable For Wooden Packaging

IS: 190 – 1991 Grade I:Coniferous Sawn Timber (Baulks & Scantling)

IS: 6662 – 1993 : Timber Species Suitable For Wooden Packaging Groups III & IV

### **4. Requirements:**

- 4.1 Wooden boxes shall be duly provided with a 70 GSM (Colourless) Multi Layered Cross Laminated Polythene Film Specification No: AA51420 on inner surface of four sides of box & inner surface of top cover using blue nails to protect the valves from outside rain water or condensing moisture.
- 4.2 Wherever 2 pieces of Cross laminated poly film are used, the joint shall have an overlap of minimum 20 mm. The film used for top cover shall project outside on 4 sides by at least 100 mm and shall be nailed properly on sides. The film is not required for the base of the boxes.
- 4.3 Corner plates and sling plates made of mild steel sheet measuring as per drawing shall be used.
- 4.4 Two consecutive planks shall be joined by tongue & groove joint. Depth of tongue shall be 12+1 mm, thickness of tongue shall be 8 +1 mm. The groove dimension shall be such that tongue fits tightly into the groove to make a good joint.

### **5. Dimensions and Tolerances:**

Width, thickness and length of all components of wood used in wooden boxes shall be as specified in drawing/Purchase Order. Dimensional tolerances shall be as follows:

Width: +/- 5mm

Thickness : +2/-1 mm (for thickness less than 20 mm)

+3/-1 mm (for thickness  $\geq$  20 mm)

Length: +/- 2% of total length or 25 mm whichever is lower.



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Quality Department  
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## 6. Moisture Content:

The timber shall have moisture content as stated below within a depth of 15mm from the surface excluding a length of 300 mm from each end at the time of inspection. The moisture content will be determined in accordance with IS: 287

October to June : 30%

July to September (Rainy season) : 40%.

## 7. Permissible Defects:

- 7.1 Brashness, splits across the grains, shakes, cups, twist, insect attack, centre heart in planks are the defects which are not acceptable.
- 7.2 **Bow:** Shall be permissible upto a maximum of 2mm for 300mm
- 7.3 **End Splits:** The largest end splits at each end shall be measured and the length added together. The added lengths of these shall not exceed 60 mm per meter run of the piece.
- 7.4 **Live / Dead Knots:** A maximum of 5 Knots/m length are permissible; however, the knots shall not be so grouped or located as to affect the strength of the piece. Knots above 35mm. diameter are not permissible. Major axis of the knot shall be taken as the diameter of this knot.
- 7.5 **Surface Cracks:** Surface cracks with a depth of 10% subjected to maximum of 10 mm are permissible. A continuous crack of any depth all along the length is not permissible.

## 8. Certificate:

The supplier shall furnish a certificate with each lot/consignment in support of the species of the wood, moisture content, size of the nails used, GSM of polythene used, dimension report of one piece per type per lot and any special information which the tenderer feel is essential for the quality of the packing boxes.

## 9. Identification and Marking:

The boxes shall be marked/painted in order to identify the source of supply on one of two small side faces.

- SUPPLIER NAME:
- BOX TYPE:
- BOX SERIAL NO.:
- SUPPLIER INVOICE NO.:

Following marking has to be done using paint/ink & stencil on one long side face-

- CONSIGNEE :
- INVOICE NO.:
- OA NO./WO. NO.:



BHEL –IVP-Goindwal  
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DOC NO TDC:WOODENBOX:  
Rev:07  
Rev date: 25.09.2025

Product: : Assembled Wooden boxes and loose wooden planks

- CASE NO.:
- MATERIAL/QTY:
- WEIGHT:
- FROM :BHEL/GOINDWAL/TARN TARAN

The ink shall be non-fading/indelible and non-washable by water

**10. Inspection:** As per inspection format:

Inspection Format for wooden boxes and planks:									
Date of inspection:					Box inspection format no: Wooden box insp:001				
PO No:									
Supplier name									
Supplied batch details/Bill No									
Observed dimensions									
Box type	L	W	H	C	D	Dimension	LENGTH	width	Thickness
						Plank			
						Resting Beam			
						others			
SN	Type of check		Remarks						
1	Polythene film								
2	Corner and sling plates								
3	Planks overlapping								
4	Moisture content								
5	Defect details (If above permissible limit)								
6	Identification and Marking								
7	Type/Name of Wood used		Coniferous						
			Non Coniferous						
8	Other remarks (If any)								



BHEL –IVP-Goindwal  
Quality Department  
Technical Delivery Conditions

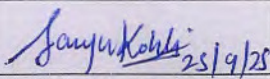
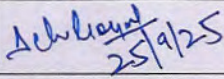
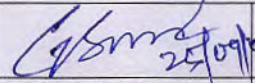
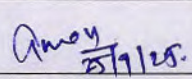
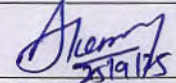
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## 11. AUDIT CHECKS AT BHEL

BHEL shall carry out inspection of polythene film confirmation to standard, nails size, Corner and sling plate material & dimension, planks & overall box dimensions. Items found defective during check at BHEL will be rejected.

BHEL may carry out Audit check for wood species at any time during supply.

 25/9/25	 25/9/25	 25/09/25	 25/9/25	 25/9/25
Sanju Kohli	Achin Goyal	GS Sokhal	Aman Sharma	S R Kenny
Sr. Manager/QM	Manager/CML	Sr DGM/CML	Sr DGM/MM	AGM/QM &BE
<b>Prepared by</b>		<b>Reviewed by</b>		<b>Approved by</b>

Revision Number	Date	Details of Revision
07	25.09.2025	1. Inspection Format for wooden boxes and planks updated indicating PO number, bill number and species of wood used. 2. Audit checks at BHEL revised indicating inspection of boxes and planks.