



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

Enquiry No.
2324-032E

Date:
22.07.2023

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. These details are also available on 'Contact Us' page of the portal.

This tender is referred to M/s. Dalbir Engg. Works, Goindwal Sahib (Punjab).

Tender enquiry no. & date	2324-032E dated 22.07.2023
Form of contract	Supply
Tender / Item description	Supply of Wooden Boxes & Planks
Material standard / Drawings	As per attached TDC(s) & Drawings
Location(s) of Supply / Work	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
Earnest Money Deposit (EMD)	Not Applicable
Quotation parts	Two Part Bid
Tender download / Bid submission start date	22.07.2023 (11:00 Hrs. IST)
Tender download / Bid submission end date	02.08.2023 (12:00 Hrs. IST)
Tender / Bid opening date	02.08.2023 (15:30 Hrs. IST)
Validity of offer (In days)	70 days from techno commercial bid opening (Part-I)
Reverse auction	Not Applicable
Integrity pact (IP)	Not Applicable
Non-disclosure agreement	Not Applicable
Contact person details	Sh. Sumeet Bansal, Sr. Manager 01859-224 628, sbansal@bhel.in Sh. Pranshu, Dy. Manager 01859-224 685, pranshu@bhel.in

PART-I (TECHNO-COMMERCIAL BID)

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

Tender enquiry no. & date	2324-032E dated 22.07.2023
Tender description	Supply of Wooden Boxes & Planks

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.

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 the drop down list	

COMMERCIAL CONDITIONS & DETAILS

Sl no.	Elements	Response	Remarks (if any)
1	Delivery term: FOR Goindwal Sahib Basis (refer tender terms & conditions)	Select from the drop down list	
2	IGST supply (%)	For Wooden Boxes	Select from drop down list
		For Wooden Planks	Select from drop down list
3	SGST supply (%)	For Wooden Boxes	Select from drop down list
		For Wooden Planks	Select from drop down list
4	CGST supply (%)	For Wooden Boxes	Select from drop down list
		For Wooden Planks	Select from drop down list
5	Payment term: Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days period. (refer tender terms & conditions)	Select from the drop down list	
6	Delivery period: Within 60 days of placement of PO / LOI. (refer tender terms & conditions)	Select from the drop down list	
7	Validity: 70 days from techno commercial bid opening(Part I). (refer tender terms & conditions)	Select from the drop down list	
8	Firm Price: The quoted / finalised rates shall be firm till execution of the supplies. No price variation is proposed & allowed	Select from the drop down list	
9	You are manufacturer of quoted item/s.	Select from the drop down list	
10	Are you registered under MSMED act 2006 as Micro or Small.	Select from the drop down list	
11	If you are registered under MSMED act 2006 as Micro or small, please attach valid UDYAM certificate as per tender terms & conditions	Select from the 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		2324-032E dated 22.07.2023	
Tender description		Supply of Wooden Boxes & Planks	
12	Contact Details	Name	
		Designation (Proprietor/ Partner/Director/ Authorised Signatory)	
		Email ID	
		Mobile No	
		Address	
13	I have thoroughly gone through the attached tender terms & conditions and understood the above techno-commercial requirements	Select from the drop down list	

We further, confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)

We hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued (if any). Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum (if any) and minutes of the pre-bid meeting (if any). In the event our offer is found acceptable and Order is placed /Contract is awarded to us, the complete tender document shall be considered for constitution of Order / Contract Agreement.

Authorised signatory with seal

[Validate](#)[Print](#)[Help](#)**Item Wise BoQ**

Tender Inviting Authority: BHEL IVP Goindwal Sahib

Name of Work: Supply of Wooden Boxes & Planks

Contract No: 2324-032E dated 22.07.2023

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 relevant 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 #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. Per piece	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	11	13
1	Box no 2A	GWB67035002	10.00	Number		0.00	INR Zero Only
2	Box no 10A	GWB67035009	10.00	Number		0.00	INR Zero Only
3	Box no 16	GWB67035014	10.00	Number		0.00	INR Zero Only
4	WOODEN PLANK 1"X4"X36" (INCHES)	GWB67035108	100.00	Number		0.00	INR Zero Only
5	WOODEN PLANK 2"X4"X38" (INCHES)	GWB67035106	100.00	Number		0.00	INR Zero Only



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Tender enquiry no. 2324-032E dated 22.07.2023 Due date **02.08.2023**

Tender Description: Supply Wooden Boxes & Planks

This tender is through e-procurement mode. Tender documents can be downloaded from <https://eprocarebhel.co.in>

This tender is referred to M/s. Dalbir Engg. Works, Goindwal Sahib (Punjab).

Tender enquiry no. & date	2324-032E dated 22.07.2023
Tender / Item description	Supply of Wooden Boxes & Planks
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Location(s) of Supply / Work	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
Quotation parts	Two Part Bid
Tender download / Bid submission start date	22.07.2023 (11:00 Hrs. IST)
Tender download / Bid submission end date	02.08.2023 (12:00 Hrs. IST)
Tender / Bid opening date	02.08.2023 (15:30 Hrs. IST)
Validity of offer (In days)	70 days from techno commercial bid opening (Part-I)
Reverse Auction	Not Applicable

Note: The wooden packing boxes can also be assembled by vendors in the premises of BHEL IVP Goindwal Sahib. Unloading of material at Main Stores of BHEL shall be arranged by BHEL.

S1 SCOPE OF SUPPLY

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

Material Code	Material description	Drawing no. / Rev no.	TDC no. / Rev no.	Quantity, nos.
GWB67035002	Box no 2A	4-V-4000-071B3	TDC:WOODENBOX/06	10
GWB67035009	Box no 10A	2-SH-BW-022/15	TDC:WOODENBOX/06	10
GWB67035014	Box no 16	2-SH-BW-022/15	TDC:WOODENBOX/06	10
GWB67035108	WOODEN PLANK 1"X4"X36" (INCHES)	-----	TDC:WOODENBOX/06	100
GWB67035106	WOODEN PLANK 2"X4"X38" (INCHES)	-----	TDC:WOODENBOX/06	100



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Tender enquiry no. 2324-032E dated 22.07.2023 Due date 02.08.2023

Tender Description: Supply Wooden Boxes & Planks

S2 **PART-I: 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.

- b) MSE vendors should submit **Udyam Registration Certificate** for availing applicable benefits for MSE vendors as per tender terms.

S3 **PRICE BASIS**

- 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.

S4 **DELIVERY SCHEDULE**

Delivery shall be within 60 days from the date of Purchase Order.

S5 **VALIDITY OF OFFERS**

The offers shall be kept valid for 70 days from the actual date of techno-commercial bid (Part-I) opening.

S6 **SECURITY DEPOSIT**

An amount equal to 1% of basic value shall be deducted each invoice. Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded after successful completion of order(s) against this rate contract.

S7 **Others**

Liquidated damages (LD) for late delivery (i.e. clause no. 10 of GCC) and risk purchase clause (i.e. clause no. 19 of GCC) will not be applicable in this tender.

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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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)

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. Offers received in time shall be considered only when offers are complete in all respects. In case of bulky tenders, please handover quotation to Sh. Rakesh Kumar/ AGM - Head-MM or Sh. Sumeet Bansal / Sr. Manager - MM [Contact: 01859 224 615 / 628]. 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)

- Interested bidders / suppliers shall submit their offer through e-procurement mode at <https://eprocurebhel.co.in/>.
- Offers in any other mode will not be accepted.**
- Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <https://eprocurebhel.co.in/>.
- In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.
- Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
- Disclaimer clause:** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

2. 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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Industrial Valve Plant: 433, Industrial Complex,
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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. 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.

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.

Signature Not Verified
Signed By: RAKESH
KUMAR
Location: BHEL Goindwal
Signing Date: 17.07.2023





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BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
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6. 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.

7. Conflict of Interest among Bidders / Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.**or**
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.





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BHARAT HEAVY ELECTRICALS LIMITED

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8. 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.

9. 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>).

10. 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.

11. Liquidated Damaged (LD)

- Time is the essence of the contract.
- The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.
- In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.
- 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.
- Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- Indigenous: 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, the posting date in GR document shall be reckoned for LD deduction.
- 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.

12. Acceptance of Material Supplied

- The supply shall strictly as per the specifications in the tender /purchase order.
- Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.
- 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

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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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.

13. Payment Terms

1. Payments shall be made to the Seller within the mentioned days (as per below table) from the date of receipt and acceptance of material.

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

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid.

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.
 - iii) Material Test Certificates (MTC) and
 - iv) Compliance Certificate.
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.**





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14. Taxes & Duties

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

- Vendor declaring such invoice in his GSTR-1 and
- Receipt of goods and Tax invoice by BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal.
- 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:

- 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.
- 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.
- 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.
- 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.

15. 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.

16. 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.

17. Inspection

- 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.





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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:
 - a) 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.
 - b) 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.
 - c) 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.

18. 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 risk & cost of the Seller.

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.





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

19. 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.

20. 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.

21. Risk Purchase

1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.
3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:
 - from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
 - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

22. 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

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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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.

23. 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. ***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.***

24. 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.

25. 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.





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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.

26. 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.

27. 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

- 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.*

Signature Not Verified
Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
Signing Date: 17.07.2023





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- 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:
- An entity incorporated, established, or registered in such a country; or
 - A subsidiary of an entity incorporated, established, or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - 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
- 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—
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "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;
 - 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;
 - 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;
 - 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;
 - 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.





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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]."

28. 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.

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.

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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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 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

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.

29. 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.





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30. 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.

31. Suspension of Business Dealings with Suppliers / Contractors

The offers of the bidders who are under suspension as 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:

31.1. 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.

31.2. Commitment by Bidder/ Supplier/ Contractor:

31.2.1. 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.

31.2.2. 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.

31.2.3. 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

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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per extant guidelines of the company available on <https://www.bhel.com/> and/or under applicable legal provisions

32. 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.
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.

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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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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Annexure-X

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

Signature Not Verified

Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
Signing Date: 17.07.2023





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)

request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

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





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

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Punjab-143422 (INDIA)

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

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

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>	
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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)

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

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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)

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





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)

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





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)

Appendix-II of Annexure-X

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

To,

BHEL

.....

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

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

& date ____

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

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

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

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

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation Date**





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)

Appendix-III of Annexure-X

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

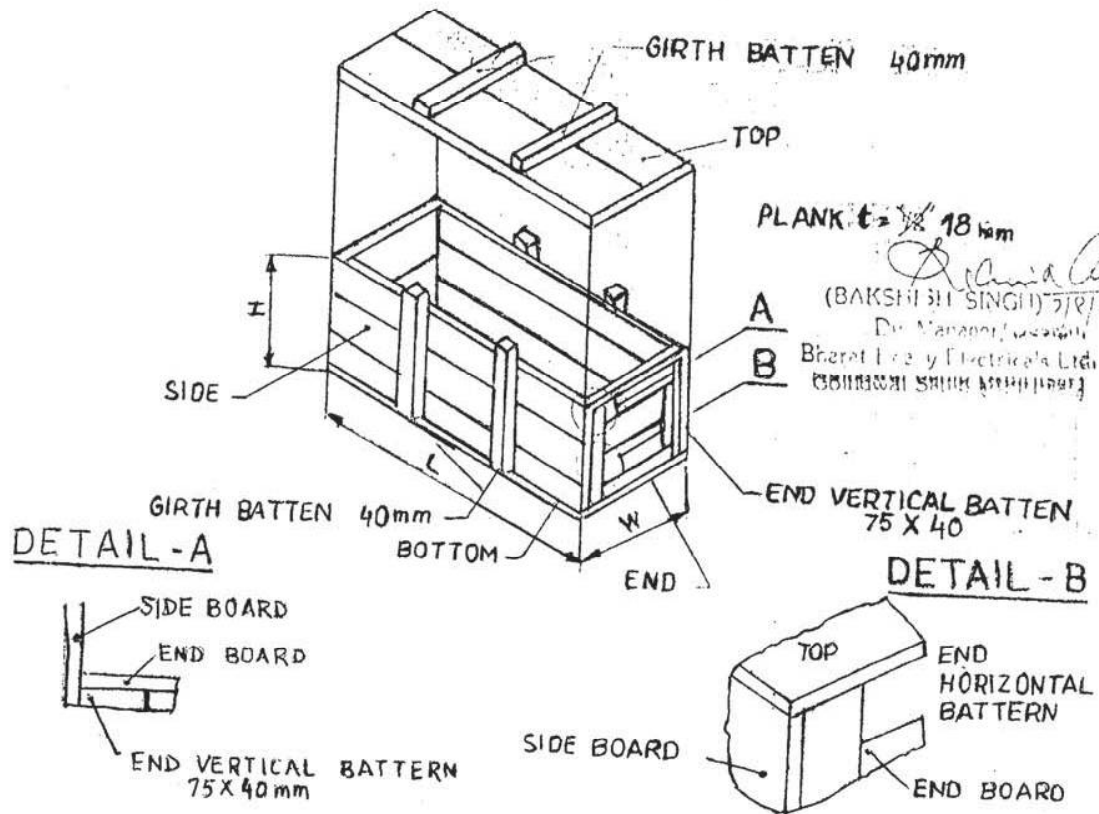
1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

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

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

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





Box Type No 2A is added.
(Signature)
 24/8/2002

TYPE NO			
	L	W	H
1A	320	250	260
1	320	250	430
2	430	370	430
2A	500	450	550

NOTES:-

1. ALL DIMENSIONS ARE IN mm.
2. L, W, H ARE INNER DIMENSIONS OF THE BOX.



BHEL –IVP-Goindwal
Quality Department
Technical Delivery Conditions

DOC NO TDC:WOODENBOX:
Rev:06
Rev date: 18.08.2018

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:


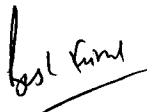
Coniferous Wood:

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

Any other species of wood as per Groups I, II of IS 6662 will also be accepted.



BHEL –IVP-Goindwal
Quality Department
Technical Delivery Conditions

DOC NO TDC:WOODENBOX:
Rev:06
Rev date: 18.08.2018

Product: : Assembled Wooden boxes and loose wooden planks

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

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

4. Requirements:

- 4.1 Wooden boxes shall be duly provided with a 70 GSM (Colourless/Transparent) 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. The length of blue nails shall be 16mm.
- 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 lap joint as per drawing.
- 4.5 The dia. of the nails shall be 3.15mm. The length of the nails shall be 65mm wherever two planks of 25mm thickness are joined and 85mm wherever a 25mm planks is joined to a 50mm plank. The extra length of nail after nailing in both planks shall be bend properly. Nailing should be done in such a way that head of nail shall be outside the box. Distance between any two nails shall not be more than 100mm.

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.



BHEL –IVP-Goindwal
Quality Department
Technical Delivery Conditions

DOC NO TDC:WOODENBOX:
Rev:06
Rev date: 18.08.2018

Product: : Assembled Wooden boxes and loose wooden planks

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 Brushness, 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
Quality Department
Technical Delivery Conditions

DOC NO TDC:WOODENBOX:
Rev:06
Rev date: 18.08.2018

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.

Loose planks supplied by supplier as per PO shall be done colour coding on one end as per colour allotted to supplier.

10. Inspection: Supplier shall submit inspection report as per below format for one box of each type per lot of supply:

Inspection Format for wooden boxes and planks:									
Date of inspection:					Box inspection format no: Wooden box insp:001				
Supplier name									
Supplied batch details									
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	Size of nails used								
6	Defect details (If found above permissible limit as per clause No. 7)								
7	Identification and Marking								
8	Other remarks(If any)								



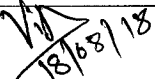
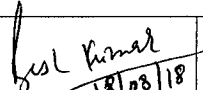

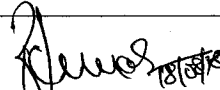
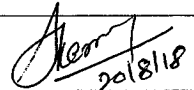
BHEL –IVP-Goindwal
Quality Department
Technical Delivery Conditions

DOC NO TDC:WOODENBOX:
Rev:06
Rev date: 18.08.2018

Product: : Assembled Wooden boxes and loose wooden planks

11. AUDIT CHECKS AT BHEL:

BHEL reserves the right to carry out audit checks for wood species, polythene film confirmation to standard, nails size, Corner & Sling plate material & dimension, planks & overall box dimensions. Items found defective during check at BHEL will be rejected.

 18/08/18	 18/08/18	 20/8/18	 18/08/18	 20/8/18
Vikas Kumar	Rajesh Kumar	Harpreet Rai	Rakesh Kumar	S R Kenny
Sr. Engr/QM	Dy Mgr/CML	Sr DGM/CML	Sr DGM/MM	AGM/QM &HSE
Prepared by		Reviewed by		Approved by

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CORPORATE PURCHASING SPECIFICATION

AA51402

Rev No. 03

PAGE 1 of 5

NON-CONIFEROUS TIMBER FOR GENERAL PACKING PURPOSES

1 GENERAL

This specification governs the quality requirements of Non-Coniferous Timber supplied in the form of planks, battens, beams and sleepers.

2 APPLICATION

Used for general packing purposes.

3 COMPLIANCE WITH NATIONAL STANDARDS

There is no National standard covering this material. However, assistance has been derived from the following National standards:

- 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

4 TERMINOLOGY

For the purpose of this specification, the definitions given in IS 707 (Glossary of terms applicable to timber and timber products) shall apply except for the beam which is defined as follows:

Beam is defined as converted timber whose cross-sectional dimensions exceed 50mm in both directions.

5 SPECIES

Shall be as stated on the order- Some standard species are:

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

Revisions:

Clause 6.2.3 of MOM of WG (T&PM)

APPROVED:

INTERPLANT MATERIAL RATIONALISATION COMMITTEE – MRC(T&PM)

Rev No.03

Amd No. 03

Reaffirmed

Prepared
HEP, Bhopal

Issued
Corp.R&D

Dt. of 1st Issue
01-03-1980

Dt:01-10-1995

Dt:

Year:2018



Silver oak	Grevillea robusta
Tada(Dhaman)	Grewia tillifolia

Any other species of wood as per Groups I & II of IS 6662 may also be ordered.

6 DIMENSIONS AND TOLERANCES

6.1 Sizes

Width, thickness and length of timber shall be clearly stated on the order.

6.2 Tolerances

6.2.1 Width: 50 to 250 mm, Tolerance: ± 3 mm

6.2.2 Thickness: 20 to 250 mm, Tolerance: $+3$ mm
 -1 mm

6.2.3 Length

Standard length : 1 to 12 metres in multiples of 0.5 metre

Tolerance : $\pm 2\%$ or ± 25 mm whichever is less.

Note

1) Measurements

1.1) When nominal sizes are ordered, length, width and thickness shall be measured on the basis of accepted sizes. Plus tolerances shall not be added while computing the volume.

1.2) The measurements of length, width, thickness and computation of volume shall be as follows:

- The length shall be measured in metres in midline of a piece. The fractions of a metre shall be rounded off to the nearest lower 10 mm.
- The width shall be measured at the narrowest place in millimetres and shall be rounded off to the nearest lower one millimetre.
- The thickness shall be measured at the narrowest place in millimetres and shall be rounded off to the nearest lower one millimetre.
- The volume shall be computed in cubic metres correct to three places of decimal on the basis of accepted sizes.

2) Single sampling plan based on IS 2500 shall be followed.

7 MOISTURE CONTENT

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

October to June : 30%

July to September (Rainy season) : 40%

8 FREE FROM DEFECTS

Timber shall be free from the following defects:

Brashness, splits across the grain, shakes, spring, twist, insect attack, any kind of decay (rot), any sign of infection, open centre heart, centre heart on planks and any other defect.

Defects to the extent specified below are permissible. These defects shall be measured in accordance with IS 3364.

8.1 Bow

Shall be permissible upto a maximum of 2mm for 300mm length.



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8.2 Wane

- a) For sections upto and including 150 X 150 mm:

Shall be permissible upto 1/5 of the width on the broad face subject to a maximum of 60mm and upto 1/3 of the width on the narrow face subject a maximum of 40mm, provided that one broad face is completely free from this defect. The wane shall be measured at its deepest part.

- b) For sections above 150 X 150 mm

The cumulative lengths of waness on all the sides should not be more than one length of the piece.

8.3 End splits

The longest end split at each end shall be measured and the lengths added together. The total length of these shall not exceed 60mm per metre run of the piece.

8.4 Live knots upto 35mm diameter

A maximum of 5 knots/metre length are permissible. However, the knots shall not be so grouped or located as to affect the strength of the piece.

Live knots above 35mm diameter are not permissible.

8.5 Dead knots

- a) Below 10mm diameter

A maximum of 3 knots/metre length are allowed provided that the knots are not so grouped or located as to affect the strength.

- b) From 10mm to upto and including 25mm diameter

A maximum of 2 knots allowed to the extent of 1 knot/metre length.

- c) Above 25mm diameter

Not allowed.

Note: (For clauses 8.4 & 8.5): Major axis of the knot should be taken as the diameter of the knot.

8.6 Surface cracks

Surface cracks with a depth of 10% subject to a maximum of 10mm are permissible. A continuous crack of any depth all along the length is not permissible.

8.7 Sap wood

Permissible upto a maximum of 12 percent of the cross sectional area.

9 END COATING

Timber shall be coated with any of the following effective compositions upto a distance of 80mm from each end.

9.1 Thick coal tar or bituminous paint.

9.2 Resin and lamp black (10:1) melted, mixed and applied hot.

9.3 Hardened gloss oil.

9.4 Paraffin wax.

9.5 Molasses and lime (3:1).

9.6 Geru/Yellow clay.



10 INSPECTION AT SUPPLIER'S WORKS

Whenever specified, tests and inspection are to be conducted in the presence of BHEL's representative. BHEL representative shall have free access at all times while work on the contract is being performed to all parts of the manufacturer works. The manufacturer shall offer BHEL's representative all reasonable facilities, without charge, to satisfy the latter that the material is being furnished in accordance with this specification.

The manufacturer shall prepare and provide necessary test specimens for testing to be carried out at his premises. If facilities are not available at his works the manufacturer shall make necessary arrangements for carrying out the prescribed tests elsewhere. The manufacturer shall notify BHEL in advance about the readiness of the material for inspection and testing.

BHEL reserves the right to test the material at BHEL's Works and the final, acceptance of the material shall be based on these test results.

11 TEST CERTIFICATES

Three copies of test certificate shall be supplied unless otherwise stated on the order.

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

The test certificate shall have the following information:

- AA51402, Rev.No.03 : NON-CONIFEROUS TIMBER FOR GENERAL PACKING PURPOSES
- BHEL order No. :
- Supplier's References :
- Type & Specie :
- Treatment, if any :
- Results of Dimensional Inspection :
- Moisture content :
- Defects as per clause 8 :
- Size :
- Quantity supplied :

12 MARKING

The timber shall be marked/painted with the following:

- AA51402
- BHEL order No.
- Supplier's Name
- Size & Quantity

13 REJECTION AND REPLACEMENT

If the material does not conform to the requirements of this specification or found defective during v further processing, such material shall be rejected notwithstanding any previous certification of satisfactory testing and/or inspection. The supplier shall under take to replace the rejected consignment at his own cost and the rejected material shall be taken back by the supplier after fulfilling the commercial terms and conditions.



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14 REFERRED STANDARDS

The following is the list of the latest standards, as published by the respective issuing bodies, referred to in this, specification.

- 1) IS 287
- 2) IS 707
- 3) IS 1326
- 4) IS 2500
- 5) IS 3364
- 6) IS 5966
- 7) IS 6662

**MULTILAYERED CROSS LAMINATED POLYETHYLENE FILM****1.0 GENERAL:**

This specification governs the quality requirements of multilayered cross laminated polyethylene film. The cross lamination gives qualities of extra toughness, together With flexibility and lightness coupled with good weather resistance to ultra violet rays.

2.0 APPLICATION:

Used for packing and allied purposes.

3.0 COMPLIANCE WITH NATIONAL STANDARDS:

There is no Indian Standard covering this type of material.

4.0 AVERAGE WEIGHT, DIMENSIONS AND TOLERANCES:**4.1 Average weight & Sizes:**

Average weight (G.S.M), Width and Length shall be as stated on the order.

4.2 Average Weight & Tolerance:

45, 60, 70, 90, 105, 120, 150, 200, & 250 GSM with a tolerance of $\pm 10\%$.

4.3 Width and tolerance:**4.3.1 Preferred widths:**

900, 1000, 1500, 2000, 2500, 3000 and 3660 mm.

4.3.2 Tolerance on width:

Width, mm		Tolerance(\pm) mm
Above	Upto & Includ.	
900	1250	8
1250	2500	20
2500	3000	40
3000	3660	50

Revisions :
As per e-mail dt. 4-08-2008 from Shri.Gopal Bhat,
SDGM, Bhopal

APPROVED:
INTERPLANT MATERIAL RATIONALISATION
COMMITTEE- WG (T&PM)

Rev. No. 02

Amd. No.

Reaffirmed

Prepared
BHOPALIssued
Corp. R&DDt. of 1st Issue
1st October 1995

Dt.: 01.11.2008

Dt:

Year:

**5.0 MANUFACTURE:**

The film shall be comprised of several layers of plastic film placed criss-cross over one another and bonded by a special cold-roll technique. Film shall be resistant to most of organic & inorganic chemicals.

'BHEL' emblem of size A40 shall be embossed by thermostatic control on the film at an interval of 1000 mm along the length of the film.

The colour of the emblem shall be Air Craft Blue (Shade No. 108) as per IS: 5 or Black / Red.

One vertical heat sealing joint will be acceptable for films between 1200 mm and 2400 mm at the interval of 1200 mm width.

Two vertical heat sealing joint will be acceptable for films above 2400 mm at the interval of 1200 mm width.

6.0 APPEARANCE AND FINISH:

The film shall be uniform in colour, texture and finish. And also shall be free from pinholes, undispersed raw material, streaks and foreign particles and holes, tears or blisters. The edge shall be free of nicks and cuts to unaided eye.

7.0 COLOUR:

Unless otherwise specified, the film shall be supplied in Natural Colour (essentially colourless) for 45 GSM, yellow colour for 70 GSM & Blue colour for 90 GSM. Any other colour can also be ordered, if agreed mutually.

For film of other average weights, colour shall be as stated on the order.

8.0 ODOUR:

The film shall be free from any objectionable odour.

9.0 TEST METHOD:

Unless otherwise specified, the test shall be conducted in accordance with the relevant methods of IS : 2508.

10.0 TEST SAMPLES:

One Square metre (1 sq.m) of ordered thickness shall be supplied for testing purpose.

**11.0 PHYSICAL PROPERTIES:**

Substance (GSM): 45, 50, 60, 70, 90, 105, 120, 150, 200, & 250.

Tolerance: $\pm 10\%$.

12.0 MECHANICAL PROPERTIES:**12.1 Tensile Strength at Break:**

Direction N/mm^2 , min.

Direction - I 35

Direction - II 37

12.2 Elongation at Break:

Direction - I 500 percent, min.

Direction - II 400 percent, min.

12.3 Tear Resistance in/grams (ASTM – D 1922):

GSM 45 60 70 90 105 120 150 200 250

Direction I 800 1800 1800 2150 2500 3200 3500 4500 5500

Direction II 650 1500 1500 1950 2000 2000 2500 3500 4500

13.0 INSPECTION AT SUPPLIERS' WORKS:

Whenever specified, tests and inspection are to be conducted in the presence of BHEL'S representative.

BHEL'S representative shall have free access at all times while the work on the contract is being performed, to all parts of the manufacturer's works.

The manufacturer shall offer BHEL's representative all reasonable facilities without charge to satisfy the latter that the material is being furnished in accordance with this specification. The manufacturer shall prepare and provide necessary test specimens for testing to be carried out at his premises. If facilities do not exist at his works, the manufacturer shall make necessary arrangements for carrying out the prescribed tests elsewhere.

The manufacturer shall notify BHEL's representative in advance about the readiness of the material for inspection and testing.

BHEL reserves the right to test the material at BHEL's works and the final acceptance of the material shall be based on these test results.

**14.0 TEST CERTIFICATES:**

Three copies of test certificates shall be supplied unless otherwise stated on the order.

In addition, the supplier shall ensure to enclose one copy of the test certificate along with their dispatch documents to facilitate quick clearance of the material. The test certificate shall bear the following information:

AA 514 20: Multilayered Cross Laminated Polyethylene Film.

Rev. No. 02

BHEL Order No.

Batch / Lot No.

Results of dimensional inspection.

Test results of clauses 11 and 12.

15.0 PACKING AND MARKING:

To be supplied in bundles / packages suitably packed to prevent damage during transit and storage.

AA 514 20

BHEL Order No.

Manufacturer's name and grade

Batch No. / Lot No. and date of manufacture

Average weight, Width, Length and colour

Net weight of the Bundle / Package

16.0 REJECTION AND REPLACEMENT:

In the event of any film proving defective during the course of preparation, testing, subsequent use, etc such material shall be rejected notwithstanding any previous certification of satisfactory testing and / or inspection.

The supplier shall under take to replace the rejected film at his own cost and the rejected material shall be taken by the supplier after fulfilling the commercial terms and conditions.

17.0 REFERRED STANDARDS (Latest Publications Including Amendments) :

1. IS: 5 2. IS: 2508 3. ASTM - D 1992

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CORPORATE PURCHASING SPECIFICATION

AA51401

Rev No. 03

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CONIFEROUS TIMBER FOR GENERAL PACKING PURPOSES

1.0 GENERAL:

This specification governs the quality requirements of Coniferous timber supplied in the form of planks, battens beams and sleepers. The coniferous timber differs from non-coniferous (broad leaf) timber in its gross appearance, anatomical structure and properties. In general, it works more easily under the tools and can be easily nailed.

2.0 APPLICATION:

Used for general packing purposes.

3.0 COMPLIANCE WITH NATIONAL STANDARDS:

There is no National standard covering this material. However, assistance has been derived from the following National standards:

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

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

4.0 TERMINOLOGY:

For the purpose of this specification, the definitions given in IS: 707 (Glossary of terms applicable to timber and timber products) shall apply except for the beam which is defined as follows:

Beam is defined as converted timber whose cross-sectional dimensions exceed 50mm in both directions.

5.0 SPECIES:

Shall be as stated on the order. Some standard species are:

<u>Trade Name</u>	<u>Botanical Name</u>	<u>Abbreviation</u>
Fir	Abies pindrow	FIR
Deodar	Cedrus deodara	DEO
Chir	Pinus roxburghil	CHR
Kali	Pinus wallichians	KAL
Khasi Pine	Pinus khasya	KPI
Spruce	Picea smithiana boiss	SPR

Revisions:

Cl. 6.2.2 of MOM of WG – (T&PM)

APPROVED:INTERPLANT MATERIAL RATIONALISATION
COMMITTEE – MRC(T&PM)

Rev No.03

Amd No.01

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt:01-10-1995

Dt:02-05-2002

Year:2018

HEP, Bhopal

Corp.R&D

MAR. '80

CORPORATE PURCHASING SPECIFICATION



6.0 DIMENSIONS AND TOLERANCES:

6.1 Sizes:

Width, thickness and length of timber shall be clearly stated on the order.

6.2 Tolerances:

6.2.1 Width : 50 to 250 mm Tolerance : +3 mm

6.2.2 Thickness: 20 to 250 mm Tolerance: +3 mm
- 1 mm

6.2.3 Length:

Standard length : 1 to 12 metres in multiples of 0.5 metre
Tolerance : $\pm 2\%$ or ± 25 mm whichever is less.

Note:

1.0 Measurements:

1.1 When nominal sizes are ordered, length, width and thickness shall be measured on the basis of accepted sizes. Plus tolerances shall not be added while computing the volume.

1.2 The measurements of length, width, thickness and computation of volume shall be as follows:

- a) The length shall be measured in metres in midline of a piece. The fractions of a metre shall be rounded off to the nearest lower 10 mm.
- b) The width shall be measured at the narrowest place in millimetres and shall be rounded off to the nearest lower one millimetre.
- c) The thickness shall be measured at the narrowest place in millimeters and shall be rounded off to the nearest lower one millimeter.
- d) The volume shall be computed in cubic meters correct to three places of decimal on the basis of accepted sizes

2.0 Single sampling plan based on IS: 2500 shall be followed.

7.0 MOISTURE CONTENT:

The timber shall have moisture content as stated below within a depth of 15mm from the surface excluding a length of 300mm 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%



CORPORATE PURCHASING SPECIFICATION

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8.0 FREE FROM DEFECTS:

Timber shall be free from the following defects:

Brashness, splits across the grain, shakes, spring, twist, insect attack, any kind of decay (rot), any sign of Infection, open centre heart, centres heart on planks and any other defect.

Defects to the extent specified below are permissible. These defects shall be measured in accordance with IS: 3364.

8.1 Bow:

Shall be permissible up to a maximum of 2 mm for 300 mm length.

8.2 Cud:

Shall be permissible up to a maximum of 6 mm for 300 mm width

8.3 Centre heart:

Shall be permissible only on sleepers when it is not further than 35 mm from the nearest edge. This does not apply to beams of cross sections above 200 X 200 mm.

8.4 Wane:

- a) For sections up to and including 150 X 150 mm:

Shall be permissible upto $\frac{1}{5}$ of the width on the broad face subject to a maximum of 70 mm and upto $\frac{1}{3}$ of the width on the narrow face subject a maximum of 50 mm, provided that one broad face is completely free from this defect. The wane shall be measured at its deepest part

- b) For sections above 150 X 150 mm:

The cumulative lengths of waness on all the sides should not be more than one length of the piece.

8.5 End splits:

The longest end split at each end shall be measured and the lengths added together. The total length of these shall not exceed 80mm per meter run of the piece.

8.6 Live knots:

8.6.1 Knots on the surface:

- a) Up to & including 25 mm diameter:

A maximum of 5 knots/meter length are permissible. However, the knots shall not be so grouped or located as to affect the strength of the piece.

- b) Over 25mm and up to and including 70 mm diameter:

A maximum of 2 knots/metre length are permissible.

8.6.2 Knots on the edges:

- a) Up to and including 10 mm diameter and for full thickness:

A maximum of 2 knots/metre length are permissible

- b) Over 10 mm and up to & including 50 mm diameter and for less than half thickness:

A maximum of 2 knots/metre length are permissible.

8.7 Dead knots:

- a) Below 10 mm diameter:

A maximum of 3 knots/metre length are allowed provided that the knots are not so grouped or located as to affect the strength.

- b) From 10 mm to up to and including 25mm diameter:

A maximum of 2 knots allowed to the extent of 1 knot/metre length.

- c) Above 25 mm diameter:

Not allowed

Note: (For clauses 8.6 & 8.7): Major axis of the knot should be taken as the diameter of the knot

8.8 Surface cracks:

Surface cracks with a maximum depth of 10% of the thickness are permissible. A continuous crack of any depth all along the length is not permissible.

8.9 Sap Wood:

Permissible up to a maximum of 12 percent of the cross sectional area.

9.0 END COATING:

Timber shall be coated with any of the following effective compositions upto a distance of 80 mm from each end

- 9.1 Thick coal tar or bituminous paint.

- 9.2 Resin and lamp black (10:1) melted, mixed and applied hot.

- 9.3 Hardened gloss oil.

- 9.4 Paraffin wax.

- 9.5 Molasses and lime (3:1).

- 9.6 Geru/Yellow clay



CORPORATE PURCHASING SPECIFICATION

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10.0 INSPECTION AT SUPPLIER'S WORKS:

Whenever specified, tests and inspection are to be conducted in the presence of BHEL's representative. BHEL representative shall have free access at all times while work on the contract is being performed to all parts of the manufacturer works. The manufacture shall offer BHEL's representative all reasonable facilities, without charge, to satisfy the latter that the material is being furnished in accordance with this specification.

The manufacturer shall prepare and provide necessary test specimens for testing to be carried out at his premises. If facilities are not available at his works the manufacturer, shall make necessary arrangements for carrying out the prescribed tests elsewhere. The manufacturer shall notify BHEL in advance about the readiness of the material for inspection and testing. BHEL reserves the right to test the material at BHEL's Works and the final acceptance of the material shall be based on these test results

11.0 TEST CERTIFICATES:

Three copies of test certificate shall be supplied unless otherwise stated on the order.

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

The test certificate shall have the following information:

AA51401 (Rev.No. 03): CONIFEROUS TIMBER FOR GENERAL PACKING PURPOSES

BHEL order No.:

Supplier's References:

Type & Specie:

Treatment, if any:

Results of Dimensional Inspection:

Moisture content:

Defects as per clause 8.0:

Size:

Quantity supplied:

12.0 MARKING:

The timber shall be marked/painted with the following:

AA 514 01

BHEL order No. :

Supplier's Name :

Size & Quantity :

CORPORATE PURCHASING SPECIFICATION



13.0 REJECTION AND REPLACEMENT:

If the material does not conform to the requirements of this specification or found defective during further processing, such material shall be rejected not withstanding any previous certification of satisfactory testing and/or inspection. The supplier shall under take to replace the rejected consignment at his own cost and the rejected material shall be taken back by the supplier after fulfilling the commercial terms and conditions.

14.0 REFERRED STANDARDS:

The following is the list of the latest standards, as published by the respective issuing bodies, referred to in this specification.

- | | | |
|-------------|-------------|-------------|
| 1) IS: 190 | 2) IS: 287 | 3) IS: 707 |
| 4) IS: 2500 | 5) IS: 3364 | 6) IS: 6662 |