



BHEL
Tenders

Government eProcurement System

Tender Details

Date : 10-Jan-2025 12:05 PM

Print

Basic Details

Organisation Chain	Bharat Heavy Electricals Limited IVP - GOINDWAL MATERIAL MANAGEMENT IVP MM		
Tender Reference Number	2425-074E		
Tender ID	2025_BHEL_43877_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Buy
Tender Category	Goods	No. of Covers	3
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	DD

Cover Details, No. Of Covers - 3

Cover No	Cover	Document Type	Description
1	Fee	.pdf	EARNEST MONEY DEPOSIT (EMD)
2	PreQual/Technical	.pdf	Techno-commercial bid (Part-II)
		.pdf	Documents as per prequalification terms
		.pdf	Duly filled Annexure-A (Acceptance of TECHNICAL SPECIFICATIONS and QUALITY PLAN)
		.pdf	Duly filled Annexure-B (Declaration for RESTRICTIONS UNDER RULE 144(XI))
		.pdf	Annexure - C (MII Declaration content format)
		.pdf	Additional documents (if any)
3	Finance	.xls	Price bid (Part-III)

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	1,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Bharat Heavy Electricals Limited, Goindwal	EMD Payable At	GOINDWAL SAHIB

Work /Item(s)					
Title	Design, manufacture, inspection, supply, erection, commissioning, performance prove-out or validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHELs technical specifications				
Work Description	Design, manufacture, inspection, supply, erection, commissioning, performance prove-out or validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHELs technical specifications				
Pre Qualification Details	As per tender terms				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Miscellaneous Goods	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	75	Period Of Work(Days)	84
Location	BHEL IVP Goindwal Sahib	Pincode	143422	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	BHEL IVP Goindwal Sahib
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	10-Jan-2025 12:00 PM	Bid Opening Date	25-Jan-2025 03:30 PM
Document Download / Sale Start Date	10-Jan-2025 12:00 PM	Document Download / Sale End Date	25-Jan-2025 12:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	10-Jan-2025 12:00 PM	Bid Submission End Date	25-Jan-2025 12:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	97.41	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Terms_conditions.pdf	Terms and conditions	648.83
	2	Tender Documents	Annexure_A.pdf	Annexure-A (Acceptance of TECHNICAL SPECIFICATIONS and QUALITY PLAN)	513.88
	3	Tender Documents	Annexure_B.pdf	Annexure-B (Declaration for RESTRICTIONS UNDER RULE 144(XI))	186.42
	4	Tender Documents	Annexure_C.pdf	Annexure - C (MII Declaration content format)	361.62
	5	Tender Documents	Part-II.xls	Part-II (Techno-commercial bid)	53.50
	6	BOQ	BOQ_46449.xls	Part-III (Price bid)	280.00

Tender Inviting Authority

Name	GM - HoU
Address	Bharat Heavy Electricals Limited, 433 Industrial Complex, Industrial Valves Plant, Goindwal Sahib, Tarn Taran Punjab



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

Enquiry No.
2425-074E

Date:
10.01.2025

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.

Online bids in two parts are invited for the "Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications". The relevant documents can be downloaded from <https://eprocurebhel.co.in>.

Tender Enquiry No. & date	2425-074E dated 10.01.2025
Form of Contract/Scope of Work	Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications
Tender / Item Description	Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications
Material Standard / Drawings	As per enclosed Annexure-A and tender terms
Location(s) of Supply / Work	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
Quotation Parts	Three Part Bid
Tender Download / Bid Submission Start Date	10.01.2025 (12:00 Hrs. IST)
Tender Download / Bid Submission End Date	25.01.2025 (12:00 Hrs. IST)
Tender / Bid Opening Date	25.01.2025 (15:30 Hrs. IST)
Make in India local content	50% for class I local supplier and 20% for class II local supplier
Validity of offer (In days)	75 days from date of Part I opening
Reverse Auction	Applicable
Contact Person Details	Sh. Rajesh Kumar, Sr. Manager 01859-224 618, kumarrajesh@bhel.in Sh. Sahil Malhotra, Manager 01859-224 603, sahil@bhel.in

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

Tender Enquiry no. & Date	2425-074E dated 10.01.2025
Tender Description	Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications

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 (if any)
1	Technical : Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications as per specifications and tender terms (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 destination: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 422 District: Tarn Taran (Punjab), India	Select from the drop down list	
2	IGST supply (%)	Select from drop down list	
3	SGST supply (%)	Select from drop down list	
4	CGST supply (%)	Select from drop down list	
5	Price Bid should be submitted as per Part-III. The prices contracted shall be firm till the execution of the contract in full and in all respects. Price to be quoted on FOR Goindwal basis The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).	Select from the drop down list	
6	Price Break up - Following percentages to be specified a) Supply (%) - b) Erection and commissioning (%) - Cost of E&C should be minimum – 20% of total value (Only percentage to be mentioned in Part II, actual prices are to be mentioned in Part III only)	Select from the drop down list	a) Supply (%) - b) Erection and commissioning (%) -
7	Validity of the offer – 75 days from the actual date of Part I bid opening	Select from the drop down list	
8	Currency of payment: The currency shall be Indian Rupees.	Select from the drop down list	
9	SHORT SUPPLY / WARRANTY REPLACEMENT: In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL.	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		2425-074E dated 10.01.2025	
Tender Description		Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications	
10	Quality Plan & Inspection : Pre-dispatch inspection (PDI) shall be carried out by the BHEL personnel at the vendor works. Vendor has to inform BHEL for inspection to get clearance for dispatch. Pre-dispatch inspection (PDI) check list is mentioned in annexure A parameter-wise. However, final acceptance of the sets shall be based on equipment prove out at BHEL works. (Please refer clause S10 of special terms and conditions)	Select from the drop down list	
11	Delivery Period: Delivery period shall be as follows: a) Supply – Supply of the equipment to be completed within 12 weeks from the date of Purchase order/LOI. b)Erection and commissioning - Erection & commissioning shall be completed within 04 weeks from date of intimation/service PO. BHEL shall provide intimation to successful vendor after the receipt of the equipment for Erection and commissioning. Intimation for E&C shall be provided within 2 weeks of receipt of equipment. (Please refer clause S11 of special terms and conditions)	Select from the drop down list	
12	LIQUIDATED DAMAGES (LD): The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of penalty for delayed I&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and I&C together shall be limited to 15% of total PO value (Supply + E&C). (Please refer clause S12 of special terms and conditions)	Select from the drop down list	
13	Payment terms: 80% payment of Supply value shall be made within 45/60/90 days (MSEs/Medium/NonMSME) from the date of receipt and acceptance of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid within 30 days of issue of E&C certificate BHEL or as per the due date for 80% of supply payment, whichever is later. Payment will be released only after submission Performance security by the supplier. (Please refer clause S13 of special terms and conditions)	Select from the drop down list	
14	Warranty period - 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 minimum period of 12 months from the date of performance acceptance at BHEL Works. In case of non-acceptance of this term, bid shall be liable for rejection. (Please refer clause S14 of special terms and conditions)	Select from the drop down list	
15	Performance Security (PS) - Performance Security for 10% of total value (Supply + E&C) covering the agreed warranty period has to be furnished by the L1 bidder. Performance security can be submitted by the vendor by either of the following two ways: 1.Performance Bank Guarantee (PBG) valid for 1 year of warranty period. 2.Vendor provides acceptance to deduct an amount equivalent to 10% of basic value of (Supply + E&C). Performance security shall be valid for one year of warranty period. This PS will be released to the vendor without interest after two months beyond the completion of warranty obligations under the PO/contract.. All mentioned values are net of taxes. (Clause S15 of special terms and conditions to be referred for details)	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		2425-074E dated 10.01.2025	
Tender Description		Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications	
16	Compliance to RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017. Bidder has to attach the undertaking along with offer (as per clause no. S5 of special tender terms & conditions).	Select from drop down list	
17	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	Name	
		Designation (Proprietor/ Partner/Director/ Authorised Signatory)	
		Email ID	
		Mobile No	
		Address	
18	Weight	Approximate Net weight of the total consignment >>	
		Approximate Gross weight of the total consignment >>	
19	You are manufacturer of quoted item/s.	Select from the drop down list	
20	Are you registered under MSMED act 2006 as Micro or Small.	Select from the drop down list	
21	I have thoroughly gone through the attached tender terms & conditions and understood the above techno-commercial requirements	Select from the drop down list	
<p>We further, confirm that we have quoted the rates in the tender considering Inter-alia the</p> <ol style="list-style-type: none"> 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) <p>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.</p>			
Authorised signatory with seal			

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: BHEL IVP Goindwal Sahib

Name of Work: Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications

Contract No: 2425-074E dated 10.01.2025

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

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

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. / piece	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	11	13
1	Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications	1.00	Number		0.00	INR Zero Only



SPECIAL TERMS AND CONDITIONS

Tender enquiry no. 2425-074E dated 10.01.2025 **Due date 25.01.2025**

Tender Description: Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications

Tender Enquiry no.	2425-074E
Enquiry Date	10.01.2025
Tender Download / Bid Submission Start Date	10.01.2025 (12:00 Hrs. IST)
Tender Download / Bid Submission End Date	25.01.2025 (12:00 Hrs. IST)
Tender / Bid Opening Date	25.01.2025 (15:30 Hrs. IST)
Quotation Parts	Three-part Bid
Tender evaluation	Package basis
Item Description	Design, manufacture, inspection, supply, erection, commissioning, performance prove-out or validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHELs technical specifications
Item Specification & Pre-dispatch Inspection check list	As per enclosed Annexure-A

Documents required along with supply of material	
1. Test Certificate	<u>Required</u>
2. Guarantee certificate	<u>Required</u>

S1. EARNEST MONEY DEPOSIT (EMD)

Bidders to deposit EMD – ₹1,00,000/-. EMD shall be accepted in following forms:

EMD is to be submitted by Demand Draft or through e-payment (as per the details given below). DD shall be in favour of “Bharat Heavy Electricals Limited, Goindwal”. BHEL Bank Details are given below:

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

Pls note that after e-transfer (EMD amount), remittance copy (scanned version) to be uploaded on NIC portal.

Bidders submitting EMD by Demand Draft are required to upload scanned version on NIC portal. Original copy of Demand draft to be delivered to following address through post / courier / by hand:

Manager - MM
433, Industrial complex,
Industrial Valves Plant, BHEL,
Goindwal Sahib, Distt. Tarn Taran,
Punjab- 143422.



SPECIAL TERMS AND CONDITIONS

Tender enquiry no. 2425-074E dated 10.01.2025 **Due date 25.01.2025**

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EMD given by all unsuccessful tenderers shall be refunded on acceptance of award / LOI / PO by successful tenderer. The EMD of successful bidder shall be returned after submission of Bank Guarantee. EMD shall not carry any interest.

Following organization are not required to submit EMD. They are required to upload documentary evidence to claim exemption for EMD submission.

- a) Central/State – PSUs/ Government departments
- b) Micro and small enterprises (Udyam Registration Certificate)

S2. PRE-QUALIFICATION CRITERIA (PQC)

Bidder has to submit following documents to fulfil PQC:

1. Eligibility Criteria:

Only Original Equipment Manufacturers (OEMs) are eligible to participate in this tender enquiry. The OEM must have the capability to supply an electrically operated furnace with a total power rating of 100 kW or higher and a temperature rating of 1000°C or above.

- The OEM must submit an undertaking or documentary evidence to substantiate compliance with the above requirements.
- Bids from traders, dealers, distributors, and resellers will be rejected.

2. Experience Criteria:

Only OEMs meeting the following criteria are eligible to submit their quotations-

- The bidder must have supplied and commissioned at least one electrically operated furnace within the last five years (as on actual tender opening date). The supplied furnace must have a total power rating of 100 kW or higher and a temperature rating of 1000°C or above.
- The bidder must submit a copy of Purchase Order (PO) and the corresponding invoice/Consignee Receipt-Cum-Acceptance Certificate (CRAC*) for the above-mentioned supply.
- The bidder must also provide feedback/performance certificate documents from the customer for the supplied electric furnace.
- The name and contact details of the customers to whom such electrically operated furnace was supplied must be provided for verification.

BHEL reserves the right to verify the information provided by the vendor regarding the referenced electrically operated furnace at the customer's site. It is vendor's responsibility to facilitate a visit by BHEL's team to the referred customer's facility. Travel, boarding, and lodging expenses for BHEL personnel will be borne by BHEL, if required. If the information provided by the vendor is found to be false or incorrect, the bid will be rejected, and suitable action will be taken against the bidder as per the tender terms.

*CRAC - Consignee Receipt-Cum-Acceptance Certificate (applicable for GeM PO/s).

Start-ups will be exempted from the requirement of submitting Purchase Orders without any relaxation in quality standards or technical parameters, as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. To claim start-up exemption, vendors must submit recognition certificates issued by DPIIT (Department for Promotion of Industry and Internal Trade) or DIPP (Department for Industrial Policy and Promotion).



SPECIAL TERMS AND CONDITIONS

Tender enquiry no. 2425-074E dated 10.01.2025 **Due date 25.01.2025**

Tender Description: Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications

S3. SCOPE OF SUPPLY

In addition to the clause no. 2 in "General Contract Conditions of tender", Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications as per specifications mentioned in 'Annexure-A'

S4. QUOTATION SUBMISSION

PART-I (EMD): Part-I should contain *EMD (if applicable)* as mentioned in EMD clause S1. Bidders are required to upload either of the following applicable document as per clause S1 in Part I bid on NIC portal.

- Proof of submission of EMD
- Valid Udyam certificate to avail the EMD exemption
- Valid documentary evidence for being a Central/State – PSUs/ Government departments

Only after submission of EMD (if applicable), Part-II (techno-commercial bid) of participated bidders will be opened. **Submission of EMD is prerequisite condition, therefore non-submission of EMD by due date & time of bid submission for Part -1 opening shall lead to disqualification of bidder.** In case bidder is Central/State – PSUs/ Government departments or Micro and small enterprises, valid document need to be submitted in Part-I. MSE bidders should submit Udyam Registration Certificate for availing applicable benefits for MSE vendors as per tender terms. Validity of document shall be considered as on date of Part I opening as per the latest available notification from Govt.

PART-II (TECHNO-COMMERCIAL BID): Part-II should contain *all the documents / confirmations as per following details:*

- 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.
- Documents as per pre-qualification terms (as per clause no. S2).
- Duly filled Annexure-A (Acceptance of TECHNICAL SPECIFICATIONS & QUALITY PLAN)
- Duly filled Annexure-B (Declaration for RESTRICTIONS UNDER RULE 144(XI))
- Annexure - C (MII Declaration content format).
- Duly filled Part-II (Techno-commercial bid)

PART-III (PRICE BID): Part-III should be submitted as per format enclosed in tender. Anything other than prices mentioned in the price bid shall be considered invalid & in no case will be accepted.



SPECIAL TERMS AND CONDITIONS

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S5. PRICE BASIS

- Unloading of material at Main Stores of BHEL shall be arranged by BHEL.
- Quoted rates shall be firm during the currency of the contract. Quoted rates are net of taxes and duties. GST shall be paid extra.
- In this tender enquiry, rate shall be invited for total package (Supply + Erection and Commissioning). Further, bidder shall be required to furnish the break up (only percentage) of quoted price in techno commercial format**
- Rates shall be quoted on FOR GOINDWAL basis. Comparison shall be made on landed rate to BHEL Goindwal for deciding L1 offer. Evaluation shall be done for total package.

S6. VALUE FOR ERECTION & COMMISSIONING AT BHEL

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as **E&C**). **E&C is in the scope of supplier.**

Cost of E&C should be minimum – 20% of total value (Supply + E&C)

Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the above minimum value accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment. The bidder, however, can choose to quote the E&C value higher than the above-mentioned minimum E&C value (%).

S7. REVERSE AUCTION

Reverse auction shall be conducted in this tender enquiry.

S8. LOADING & MSE/MII Purchase preference

Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. Bidders are advised to refer the Office Memorandum No. F.1/4/2021-PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

100% loading shall be done on L1 vendor subject to MSE/MII purchase preference as per details above.

S9. VALIDITY OF OFFERS

The offers shall be kept valid for 75 days from the actual date of Part I opening.

S10. Quality Plan & Inspection



SPECIAL TERMS AND CONDITIONS

Tender enquiry no. 2425-074E dated 10.01.2025 **Due date 25.01.2025**

Tender Description: Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications

1. Pre-dispatch inspection (PDI) shall be carried out by the BHEL personnel at the vendor works. Vendor has to inform BHEL for inspection to get clearance for dispatch. Pre-dispatch inspection (PDI) check list is mentioned in annexure A parameter-wise. However, final acceptance of the sets shall be based on equipment prove out at BHEL works.
2. Inspection shall be carried out as per the Technical Specifications cum Quality Plan provided alongwith the tender enquiry – Annexure A [Clause 11 to be referred]

S11. DELIVERY SCHEDULE

Delivery period shall be as follows:

- a) Supply – Supply of the equipment to be completed within 12 weeks from the date of Purchase order/LOI.
- b) Erection and commissioning - Erection & commissioning shall be completed within 04 weeks from date of intimation/service PO.
BHEL shall provide intimation to successful vendor after the receipt of the equipment for Erection and commissioning. Intimation for E&C shall be provided within 2 weeks of receipt of equipment.

S12. "LIQUIDATED DAMAGES (LD):

- a) The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).
- b) The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).
- c) Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C)."

S13. PAYMENT TERMS

80% payment of Supply value shall be made after the receipt & acceptance of material at BHEL. Payment shall be released as per the table given below. Payment will be released only after submission performance security by the supplier.

Type of the bidder	Payment terms (Number of days from receipt & acceptance of material)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

Balance 20% of supply value plus 100% of the E&C portion of PO value will be paid within 30 days of issue of E&C certificate BHEL or as per the due date for 80% of supply payment, whichever is later.

Payment will be released only after submission Bank guarantee by the supplier.

S14. Warranty period



SPECIAL TERMS AND CONDITIONS

Tender enquiry no. 2425-074E dated 10.01.2025 **Due date 25.01.2025**

Tender Description: Design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation and performance guarantee of Single bogie Hearth car bottom Electric furnace 2 Ton as per BHEL's technical specifications

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warranty against design & manufacturing defects for a period of 12 months from the date of performance acceptance at BHEL Works of Single bogie Hearth car bottom Electric furnace. In case of non-acceptance of this term, bid shall be liable for rejection.

The Performance of the Furnace in total and/or the Components / Subassemblies / Bought-Out-Items in particular, shall be guaranteed for a minimum period of 12 months from the date of performance acceptance at BHEL Works.

S15. Performance Bank Guarantee (PBG):

Performance Security for 10% of total value (Supply + E&C) covering the agreed warranty period has to be furnished by the L1 bidder. Performance security can be submitted by the vendor by either of the following two ways:

1. Performance Bank Guarantee (PBG) valid for 1 year of warranty period.
2. Vendor provides acceptance to deduct an amount equivalent to 10% of basic value of (Supply + E&C).

Performance Bank Guarantee (PBG) shall be valid for one year of warranty period (with additional 6 months as claim period). This PS will be released to the vendor without interest after two months beyond the completion of warranty obligations under the PO/contract.

All mentioned values are net of taxes.

Bank guarantee shall be as per BHEL format and as per mode/bank described by BHEL. In case of non-acceptance of this clause by the bidder, his offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.

The Ministry of Finance, Department of Financial Services Government of India in its letter dated 17th July 2012 had advised all the Public Sector Banks (PSB) that "No PSB can issue any LC or BG after 01.08.2012 except through SFMS system". Further, the department has advised that the IFN 760 COY Bank Guarantee Message and IFN 767 COY Bank Guarantee Amendment Message formats shall be uniformly implemented by all the member banks with effect from 01.06.2015. Compliance of same in issue of BGs to be ensured.

These Special terms & conditions and GCC collectively are the part of tender terms and conditions. Any term in special tender terms and conditions will supersede the GCC.



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BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
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Signed By: AMAN SHARMA

Location: BHEL Goindwal

Signing Date: 04.12.2023





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BHARAT HEAVY ELECTRICALS LIMITED

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1. Instruction to Bidder

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

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

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

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

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

2. Scope of Supply

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

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

3. Price Basis

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

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

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

4. Performance Security (PS)

Applicability:

- 1) Performance Security will not be applicable in which total PO value on vendor in one tender enquiry is less than or equal to Rupees one lakh.
- 2) **In case total PO value on vendor in one tender enquiry is greater than Rs. 1 Lakh:**
Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months beyond the completion of all supplies under the PO.
Before the release of this PS, vendor has to submit another PS @1% of PO value or Rs. 3000.00 whichever is higher after two months beyond the completion of all supplies under the PO. This PS shall be valid for a period of 18 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract.

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date.

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

Mode of deposit:

Performance security may be furnished in the following forms:

- 1) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 2) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 3) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

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- 4) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).
- 5) Insurance Surety Bond.
- 6) By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Forfeiture of Performance Security:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

5. Breach of contract, Remedies and Termination

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

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

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

6. 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.

7. 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.

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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.

8. 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.

9. 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.

10. Supplied Material Adjustment

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

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11. 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.

12. 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 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.

13. 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 material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.
- 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.
- 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.
- 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

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Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier.

14. 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.**

15. Taxes & Duties

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

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

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

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

16. 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.

17. 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.

18. Inspection

1. The seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
2. Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. No additional charges shall be claimed for such inspections. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
4. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

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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.

19. Warrantee and Corresponding Repair / Replacement of Goods

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

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

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

The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within one month of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.

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20. 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.

21. 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.

22. 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.

23. Force Majeure

1. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
2. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue

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Location: BHEL Goindwal

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- to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
 4. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

24. Non-Disclosure Agreement

All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. ***BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.***

25. 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.

26. Preferences for Micro and Small Enterprises (MSEs)

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

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

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.

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- 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.

27. 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.

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

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

- I. a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.
- b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. *This clause shall be applicable only in the tenders which attract restrictions due to specified ToT.*
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iv) above will be as under

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

Explanation—

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

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

VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

VIII. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

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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]."

29. 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.

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.

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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.

30. 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.

31. 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.

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In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

33. General

1. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however,

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- 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.
 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,

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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

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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.

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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.





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

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

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

Location: BHEL Goindwal

Signing Date: 04.12.2023





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)
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Appendix-II of Annexure-X

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

To,

BHEL

.....

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

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

& date ____

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

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

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

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

Yours faithfully,

(Signature with stamp)

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





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 Claim(s)/Counter Claim(s):

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

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

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



Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
1 (a)	Scope of Supply	The scope includes the design, manufacture, inspection, supply, erection, commissioning, performance prove-out/validation, documentation, and performance guarantee of an electrically heated furnace as per BHEL's technical specifications.	-	
1 (b)	Basic Features	The furnace design must adhere to the latest standards, with particular attention to ease of operation, maintenance, accuracy of heating, and safety. The furnace should include at least one circulating fan to ensure uniform temperature distribution within the furnace chamber.	-	
2	FURNACE CONFIGURATION			
2.1	Furnace Type	Electrically Operated Car Bottom (Bogie Hearth) Furnace with heating elements used for heat generation.	Visual/Physical Verification by BHEL Representative	
2.2	Application	Designed for executing various heating cycles such as hardening and tempering.	Vendor to provide undertaking on letter-head	
2.3	Loading Capacity	The furnace shall have a loading capacity of 2 metric tons, inclusive of job supports.	Vendor to provide undertaking on letter-head	
2.4	Job Material	The furnace is intended for stress relieving and post-weld heat treatment of carbon steel, alloy steel and stainless steel components.	Vendor to provide undertaking on letter-head	
2.5	Working Area	The dimensions of the working area of the furnace are as follows: - Width: 1.2 meters - Height: 0.9 meters - Depth (Length): 1.9 meters The total height of the furnace, measured from the ground floor, must not exceed 4.0 meters.	Visual/Physical Verification by BHEL Representative	
2.6	Job Handling	Jobs shall be loaded and unloaded when the bogie is outside the furnace chamber.	Visual/Physical Verification by BHEL Representative	
3	FURNACE CONSTRUCTIONAL FEATURES			
3.1	Furnace usage	The furnace must be capable of continuous operation for up to 36 hours, with repeated heating, soaking, and cooling cycles.	Vendor to provide undertaking on letter-head	
3.2	Charge Temperature	The maximum job temperature required shall be 1000°C. The furnace must be able to maintain this as the soaking temperature for the entire soaking period.	Visual/Physical Verification by BHEL Representative	
3.3	Furnace temperature	The supplier must specify the maximum temperature the furnace can generate.	Vendor to provide undertaking on letter-head	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
3.4	Heating Rate	Maximum: 150°C/hr Minimum: 50°C/hr Beyond 200°C, the heating rate must be adjustable steplessly.	Visual/Physical Verification by BHEL Representative	
3.5	Cooling Rate	Maximum: 100°C/hr Minimum: 50°C/hr The cooling rate must be adjustable steplessly.	Visual/Physical Verification by BHEL Representative	
3.6	Soaking Time / Period	The furnace must support a soaking period of 5 hours at maximum temperature i.e. at-least 1000°C.	Vendor to provide undertaking on letter-head	
3.7	Uniform Soaking temperature	Temperature uniformity within the furnace chamber during soaking must be verified with at least nine thermocouples. The maximum allowable variation between thermocouples should be within $\pm 5^\circ\text{C}$ of the set temperature. NABL thermal mapping certificate is required to verify this specification.	Vendor to submit NABL thermal mapping certificate	
3.8	Power Rating	The supplier is required to specify the power rating of the furnace in kW and submit the corresponding design calculations.	Vendor to provide undertaking on letter-head	
3.9	Heating Chamber Dimensions	The effective loading area on the bogie must be 1.2 meters x 1.9 meters (minimum), with a clear height of at-least 0.9 meters from the bogie surface. The supplier must provide the chamber dimensions to match the effective loading area.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
3.10	Furnace Bogie	The furnace will include a single bogie equipped with a motorized drive mechanism for forward and reverse movement on rails. The bogie drive mechanism will use a TEFC squirrel cage induction motor with class 'F' insulation and single-phase preventor, operated via a Variable Frequency Drive (VFD). The induction motor must be minimum compliant with minimum IE2 efficiency standards. - Bogie Front Width: 1.2 meters (minimum) - Bogie Length: 1.9 meters (minimum) - Rails: Minimum 60 lbs/yd, grouted flush with the floor level.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
		1) The bogie shall be driven by a motorized drive mechanism through a reduction gearbox, and the travel speed must be specified by the supplier.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
		2) The drive mechanism and gearbox must be positioned on the side of the furnace for ease of maintenance.	Visual/Physical Verification by BHEL Representative	
		3) The transmission from the gearbox to the bogie must be of the rack and pinion type.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
3.11	Bogie Construction	4) Provision must be provided to move the bogie manually (using another vehicle or a hand wheel) in case of a power failure. The supplier must provide details of this arrangement being offered.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
		5) Supply of Rails for bogie movement for accomdating complete bogie-in & bogie out w.r.t furnace chamber are in supplier's scope.	Visual/Physical Verification by BHEL Representative	
		6) The bogie must be fitted with a refractory hearth capable of withstanding both the job load and the maximum furnace temperature. The refractory lining must include the following: Layer I: 115 mm, 50%-60% Al ₂ O ₃ shape bricks with Fe content <1%, CCS >450, Sintering temperature >1300°C Layer II: 115 mm, IS8 + 75 mm Hot Face Insulation type bricks Layer III: 115 mm Cold Face Insulation type bricks Layer IV: 40 mm Hysil block Layer V: Perforated steel plates of suitable thickness at trolley top above refractory surface, capable of withstanding 1000°C temperature and job load without any deformation.	Vendor to provide undertaking on letter-head	
		7) The furnace design must include provisions for sand sealing between the furnace shell and both sides of the bogie.	Visual/Physical Verification by BHEL Representative	
		8) The bogie must be designed to ensure perfect alignment between the bogie refractory and furnace hearth refractory, minimizing heat loss.	Vendor to provide undertaking on letter-head	
		9) The supplier must provide detailed technical specifications for the bogie, ensuring it meets all listed requirements.	Vendor to provide undertaking on letter-head	
		a) A vertically sliding door to be installed at the front of the furnace chamber.	Visual/Physical Verification by BHEL Representative	
		b) The structural design must ensure the furnace door's strength and anti-buckling properties under high temperatures.	Vendor to provide undertaking on letter-head	
		c) The door opening and closing mechanism will be motorized, utilizing a sprocket-chain drive, gear reduction, and counterbalance system. Additionally, the induction motor operating the door mechanism will be powered by a suitable Variable Frequency Drive (VFD) and shall feature a TEFC squirrel cage induction motor, SI duty, Class 'F' insulation, with a single-phase preventor. The induction motor must comply with minimum IE2 efficiency standards.	Visual/Physical Verification by BHEL Representative, relevant Test certificate of motor & Vendor to provide undertaking on letter-head	
		d) A mechanical locking system (e.g., lever-type) to be provided to minimize heat loss during furnace operation.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
3.12	Furnace Door Construction	e) The door design must include provisions for sand sealing at the top and bottom when the bogie is in the closed position.	Visual/Physical Verification by BHEL Representative	
		f) A manual operation facility must be provided for door operation in the event of a power or motorized system failure.	Visual/Physical Verification by BHEL Representative	
		g) The supplier is required to provide detailed specifications for the door drive system, sand sealing mechanism, and door locking arrangement.	Vendor to provide undertaking on letter-head	
		h) The supplier is required to provide a pneumatic cylinder door-closing mechanism to prevent heat loss during operation. The furnace must be equipped with an interlocking system to ensure that electrical power is supplied to the heating elements only when the pneumatic cylinders are in the closed position. Additionally, the interlocking system should prevent the door from being opened unless the pneumatic cylinders are in the open condition. The pneumatic components used in this mechanism must be from the following approved manufacturers: Festo, SMC, or Pneumax. The supplier shall also provide a suitable steel pneumatic pipe circuit for the mechanism as required.	Visual/Physical Verification by BHEL Representative	
3.13	Furnace Wall Insulation	a) The furnace walls will be insulated with ceramic fiber blankets or modules & vacuum-formed boards of appropriate density and thickness to maintain a job temperature of 1000°C on all three sides. The insulation shall include: - Layer I: Vacuum-formed board, minimum density of 200 kg/m ³ , suitable for minimum 1250°C temperature, with a minimum thickness of 100 mm. Accepted makes: Kerfa-Germany, Unifrax- USA, Morgan Advanced Material- UK, ZIRCAR- USA, Murugappa-Morgan Thermal Ceramics- India. - Layer II: Ceramic Fiber Blanket (CFB), 128 kg/m ³ (HTZ Grade), minimum 150 mm thickness. Accepted makes: Murugappa-Morgan Thermal Ceramics- India, Unifrax- USA, Lloyds Insulations- India. - Layer III: Ceramic Fiber Blanket (CFB), 96 kg/m ³ (RTZ Grade), minimum 100 mm thickness. Accepted makes: Murugappa-Morgan Thermal Ceramics- India, Unifrax- USA, Lloyds Insulations- India.	Vendor to provide undertaking on letter-head & material test certificates	
		b) For the sliding door and roof, a minimum of 250 mm thick Ceramic Fiber Blanket or modules (CFB) of 128 kg/m ³ (HTZ Grade) shall be used.	Vendor to provide undertaking on letter-head	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
		c) The maximum skin temperature of the furnace outer chamber or body shall not exceed 80°C, during operation at 1000°C temperature.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
		d) The supplier must submit heat balance calculations to verify the skin temperature as per BHEL specifications.	Vendor to provide undertaking on letter-head	
		e) The supplier must provide a detailed wall insulation design using ceramic fiber blankets or modules along with the offer.	Vendor to provide undertaking on letter-head	
		f) Shaped hard refractory bricks (IS8) must be used on interfacing surfaces of the furnace shell and bogie to minimize heat loss.	Vendor to provide undertaking on letter-head	
3.14	Furnace Shell	a) The furnace bottom shall have a bogie, and the front side shall feature a vertically sliding door.	Visual/Physical Verification by BHEL Representative	
		b) All other sides of the furnace chamber will remain permanently closed.	Visual/Physical Verification by BHEL Representative	
		c) The furnace shell will be constructed using mild steel plates of at least 10 mm thickness.	Vendor to provide undertaking on letter-head & material test certificates	
		d) Adequate reinforcement with rolled sections of suitable dimensions must be provided for a rigid and sturdy construction.	Vendor to provide undertaking on letter-head	
		e) The furnace shell should withstand thermal and mechanical stresses, to house the insulation and refractory brickwork, and support related structures, to ensure a long service life.	Vendor to provide undertaking on letter-head	
		f) The furnace walls must include provision of 13 thermocouple insertion holes (6 on each side, 1 on the rear) for temperature uniformity measurements & furnace control. The thermocouple holes must be insulated to prevent contact with heating elements. Thermally insulated plugs be provided for plugging the insertion holes when not in use. Thermocouple placement will follow the layout provided in Annexure-1.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
3.15	Heating Elements	<p>1) Type: Rod Over Bend or Strip Type, Non-Embedded</p> <p>2) Make/Grade: Sandvik- Sweden (Kanthal® A-1); Rescal-France (Grade-135); VDM-Germany (Aluchrom 6015); Kerfa-Germany (FeCrAl Alloy); TOKAI- Japan (TOKAI A1); and Isabellenhütte- Germany (Isa-Chrome A).</p> <p>3) FeCrAl-alloy resistance heating wire type with linear temperature co-efficient suitable for temperature suitability of at-least 1250°C and with excellent oxidation resistance. Material Test Certificate for heating elements is to be furnished by the supplier, along with the documentation of the Electric Furnace.</p> <p>4) Heating Elements shall be placed on the side and rear walls only.</p>	Vendor to provide undertaking on letter-head & material test certificates	
		2) The vendor must specify the heating element dimensions	Vendor to provide undertaking on letter-head	
		3) The heating elements must have a support system that allows free radiation of heat.	Visual/Physical Verification by BHEL Representative	
		4) Heating elements shall be mounted on the furnace side walls, with no heating elements on the roof or doors.	Visual/Physical Verification by BHEL Representative	
		5) Refractory materials should not be used to support or hold the heating elements. A detailed drawing of the heating element support arrangement must be submitted to BHEL for approval before manufacturing.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
		6) The support arrangement must be robust, easy to maintain, and designed to prevent element sagging over time. The heating element support assembly should use non-corrosive materials and proper insulation for components such as rods and bolts. The rigidity of the supports has to be ensured from the furnace wall. Heating element assembly drawing with termination drawings shall be submitted to BHEL for approval prior to taking up the manufacturing exercise. Test Certificate for heating elements & holding arrangement is to be furnished by the supplier.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
3.16	Temperature Control Zones	The furnace shall have two temperature control zones of equivalent capacity.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
3.17	Ventilation	The supplier must provide an air circulation and ventilation system to maintain uniform temperatures within the furnace chamber for efficient and optimal working cycles. The fan unit will be driven by an minimum IE2 efficiency-compliant induction motor with Class-H insulation, and the fan motor must have a suitable cooling system to avoid insulation failure due to furnace heat. A motor test certificate must be submitted for conformance.	Visual/Physical Verification by BHEL Representative, relevant Test certificate of motor & Vendor to provide undertaking on letter-head	
3.18	Painting	1. The furnace shall be coated with a rust-preventive layer, followed by a coat of zinc chromate primer and two coats of heat-resistant aluminum paint. The final Dry Film Thickness (DFT) and curing time must be adhered to. Counterweights for the furnace door will be painted with yellow and black zebra stripes.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
		2. The final coat of finish painting shall be applied at BHEL works, after successful commissioning and performance testing/prove-out of the electric furnace.	Visual/Physical Verification by BHEL Representative	
4	DIGITAL PROGRAMMABLE TEMPERATURE CONTROLLER (PID)			
4.1	Make	Eurotherm/ Honeywell/ Yokogawa/ Chino/ JUMO	Vendor to provide undertaking on letter-head	
4.2	Technical Details	1) Display : Minimum 4 digit display (range for 0-1200°C)	Vendor to provide undertaking on letter-head	
		2) Display Parameter: simultaneous colour display of PV, SV with units and output	Vendor to provide undertaking on letter-head	
		3) Input : Universal (Thermocouple inputs, RTD, mA, mV etc.) with user selectable. Thermocouple Inputs compatibility shall be such that it is suitable as per furnace temperature range for both digital programmable temperature controller and safety temperature controller.	Vendor to provide undertaking on letter-head	
		4) Scale and Unit: User selectable	Vendor to provide undertaking on letter-head	
		5) Panel cut out size (minimum) : 92X92 mm	Vendor to provide undertaking on letter-head	
		6) No. of output : Two, Control Output : 4-20 mA	Vendor to provide undertaking on letter-head	
		8) Alarm output : Relay.	Vendor to provide undertaking on letter-head	
		9) Operating ambient: 0 to 50 °C,	Vendor to provide undertaking on letter-head	
		10) Configuration and programming: Through Front touch controls.	Vendor to provide undertaking on letter-head	
		11) Accuracy : 0.25% of FSV	Vendor to provide undertaking on letter-head	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
		12) No. of program : Minimum 05 programs option required for selection	Vendor to provide undertaking on letter-head	
		13) Program pattern : Configurable for Ramp, Soak & cool etc. (Minimum 20 steps/segments per program)	Vendor to provide undertaking on letter-head	
		14) Cold junction compensation: Automatic	Vendor to provide undertaking on letter-head	
		15) Power supply : 230 Volts AC / 50 Hz	Vendor to provide undertaking on letter-head	
		16) Auto tuning : To be provided to perform precision control	Vendor to provide undertaking on letter-head	
		17) Standard Calibration facility: Standard error adjustment facility to be provided through front panel touch pad.	Vendor to provide undertaking on letter-head	
		18) Front Touch pad: Touch control (Miniature switch cover with sheet is not acceptable.)	Vendor to provide undertaking on letter-head	
		19) The digital temperature PID controller shall have valid NABL calibration certificate for at-least 11 months on date of supply.	Vendor to submit NABL calibration certificate	
5	POWER CONTROLLER			
5.1	Type	The furnace will feature both thyristor and power-contactor-based controllers, with a selector switch to alternate between them. The system should be designed for automatic heating control without manual intervention.	Vendor to provide undertaking on letter-head	
5.2	Controller Unit	1) The furnace temperature will be regulated by a thyristor controller, which will operate through a programmable controller in both auto and manual modes.	Visual/Physical Verification by BHEL Representative	
		2) The furnace temperature shall also be controlled by power-contactor through Programmable Controller in auto / manual mode.	Visual/Physical Verification by BHEL Representative	
		3) The thyristor-based control system must include a power pack and control cards.	Vendor to provide undertaking on letter-head	
		4) The power controller shall be of EUROTHERM / JELTRON/ JUMO make.	Vendor to provide undertaking on letter-head	
		Two control panels shall be provided.	Visual/Physical Verification by BHEL Representative	
		1) The first panel will house the programmable temperature controller, paperless temperature recorder, and safety temperature controller.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
5.3	Control Panel	2) The second panel will house the power controller, MCBs, indicator lamps, energy meter, digital ammeter/voltmeter or multifunction meter, auto/manual selector, input/output terminals, drive starters, VFDs for induction motors, overload relays, and On/Off controller. The panel should also feature two 3-pin sockets and at least two LED panel lights. A suitable transformer should be provided for 415/230V or 415/110V or 415/24V control power supplies.	Visual/Physical Verification by BHEL Representative	
		3) The two control electrical panels must be provided with an air conditioning unit with an appropriate cooling capacity to keep the control panels temperature under 25°C and humidity level under 55% (RH). Accepted make of air conditioning unit: Rittal, Advance Cooling, Herambh Cooling or Tempcon.	Visual/Physical Verification by BHEL Representative & Vendor to provide undertaking on letter-head	
5.4	Display	The electrical panel shall include an LCD/LED multifunction True RMS meter for monitoring parameters such as current, voltage, frequency, kW and kWh. The meter shall support networking via Ethernet or a serial port for IoT connectivity. Accepted makes of meters: Schneider, Multispan, L&T, Conzerv, SELEC. The meters must have a valid NABL calibration certificate for at least 11 months at the time of supply.	Visual/Physical Verification by BHEL Representative & Vendor to submit NABL calibration certificate	
6	PAPERLESS TEMPERATURE RECORDER			
6.1	Make	Eurotherm /Chino /Honeywell / JUMO	Vendor to provide undertaking on letter-head	
		1) No. of channels : 12 (At-least)	Vendor to provide undertaking on letter-head	
		2) Input: Universal input (Thermocouples types K, R, S, RTDs, mV & mA etc.)	Vendor to provide undertaking on letter-head	
		3) Calibration temperature range : 0 to 1000 °C	Vendor to provide undertaking on letter-head	
		4) Duty : Continuous, Accuracy : \pm (0.2% of reading)	Vendor to provide undertaking on letter-head	
		5) Paperless operation- which produces real time display, stores data on a Compact flash/USB/memory card capability (Data Memory : Compact flash card/Memory card or USB of minimum 8 GB to be supplied by supplier) and sends data via ethernet to a remote PC for real time monitoring and display along with all applicable softwares required. LAN Network Capability : Inbuilt required.	Vendor to provide undertaking on letter-head	
		6) Display : At-least 5.5 inch Colour, TFT Display or better & Touch type screen. No. of Colour : at-least 12 different for all different inputs.	Vendor to provide undertaking on letter-head	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
6.2	Technical Specification	7) Digital Display requirement: Bar graph, digital display and circular chart background with major minor divisions (configurable). Data Screen : User Programmable-Real-Time Trends or Data Screen or Bar graph screen or Dual end screen etc.	Vendor to provide undertaking on letter-head	
		8) Input Power : 100 to 240 V, 50 Hz. Any SMPS required for the recorder is in bidder scope.	Vendor to provide undertaking on letter-head	
		9) Communication: Ethernet and serial port.	Vendor to provide undertaking on letter-head	
		10) Upload/download function: To be provided to upload/download data backup with all necessary softwares with applicable lifetime validity licenses.	Vendor to provide undertaking on letter-head	
		11) Protocol : TCP /IP.	Vendor to provide undertaking on letter-head	
		12) Calibration facility: Provision for error adjustment and touch screen calibration facility to be provided.	Vendor to provide undertaking on letter-head	
		13) Software : Multi Point analyzing/Data Acquisition application software must be supplied along with recorder to see/view the data on PC as & when required with lifetime validity.	Vendor to provide undertaking on letter-head	
		14) Note function: To be provided to enter the job details with alpha numerical character.	Vendor to provide undertaking on letter-head	
		15) Message capacity : Minimum 60 character for Message print.	Vendor to provide undertaking on letter-head	
		16) Message print : Batch description, Machine name, location, and job details at start up time.	Vendor to provide undertaking on letter-head	
		17) Back up battery: For real time clock and to retain real time data in case of electrical power failure and internal & external alarm event function to stop recording in case of backup battery low/ failure.	Vendor to provide undertaking on letter-head	
		18) Data protection: Facility to be provided to retrieve the data in case of backup battery low / failure. Power failure protection i.e. in case of power failure, last recorded data to be saved before power failure.	Vendor to provide undertaking on letter-head	
		19) Power cord : To be provided.	Vendor to provide undertaking on letter-head	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
		20) Calibration Certificate required shall have valid NABL calibration certificate for at-least 11 months on date of supply- - For Sensor for K Type Input from 1° C to 1200°C for all channels. No of Calibration Points: 5 Points i.e., 1°C, 300°C, 600°C, 900°C & 1200°C.	Vendor to submit NABL calibration certificate	
7	SAFETY TEMPERATURE CONTROLLER			
7.1	Make	Eurotherm /Honeywell /Yokogawa/ Chino /JUMO	Vendor to provide undertaking on letter-head	
7.2	Technical Details	1) Type of control : ON/OFF control.	Vendor to provide undertaking on letter-head	
		2) Display : minimum 4 digit display	Vendor to provide undertaking on letter-head	
		3) Display Parameter : simultaneous colour display of PV and SV	Vendor to provide undertaking on letter-head	
		4) Type of Input : Universal input T/c inputs, RTD, mA, mV etc. (User selectable)	Vendor to provide undertaking on letter-head	
		5) Working range : 0-1200°C (User selectable)	Vendor to provide undertaking on letter-head	
		6) Accuracy : 0.3 % of FSV	Vendor to provide undertaking on letter-head	
		7) Hysteresis setting : $\pm 5^{\circ}\text{C}$	Vendor to provide undertaking on letter-head	
		8) Ambient temperature : up to 50°C	Vendor to provide undertaking on letter-head	
		9) No. of output : Two	Vendor to provide undertaking on letter-head	
		10) Control Output : Relay.	Vendor to provide undertaking on letter-head	
		11) Alarm output : Relay.	Vendor to provide undertaking on letter-head	
		12) Relay output capacity: 230V AC, 2A	Vendor to provide undertaking on letter-head	
		13) Power supply : 230V +/- 10%/50 HZ	Vendor to provide undertaking on letter-head	
		14) CJ Compensation : To be provided	Vendor to provide undertaking on letter-head	
		15) Temperature and Hysteresis setting: Front panel	Vendor to provide undertaking on letter-head	
		16) Panel cut out size (minimum): 92 W X 92H	Vendor to provide undertaking on letter-head	
		17) Thermocouple burnt out protection: Up scale	Vendor to provide undertaking on letter-head	
		18) The digital temperature controller shall have valid NABL calibration certificate for at-least 11 months on date of supply.	Vendor to submit NABL calibration certificate	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
		19) Standard Calibration Facility: Standard error adjustment facility to be provided through front panel key.	Vendor to provide undertaking on letter-head	
8	THERMOCOUPLES			
8.1	Type	K-Type thermocouples– 09 nos. (Simplex) for Temperature uniformity measurement (location as per Annexure-1) and 02 nos. (duplex) & 02 nos. (simplex) for two nos. of Zone Temperature measurement to be provided in center of each zone.	Visual/Physical Verification by BHEL Representative	
8.2	Number of Thermocouple (TC)	1) One number Duplex type TC for each furnace zone for connection to input for Program PID Controller and Safety Controller.	Visual/Physical Verification by BHEL Representative	
		2) 09 Nos. of K-type, of suitable length and dia., Element-Chromel /Alumel with Inconel sheath material- for temperature uniformity measurements on paperless temperature recorder and 02 nos. of K-type duplex & simplex each, of suitable length and dia., Element-Chromel /Alumel with Inconel sheath material- for operation purpose of each zone for Digital Temperature Controller, Zone temperature recording on paperless temperature recorder and Safety Controller.	Visual/Physical Verification by BHEL Representative	
		3) Thermally externally insulating compensating thermocouple cable suitable as per above thermocouples: Length minimum 30 meters per Thermocouples for single-element is to be provided.	Visual/Physical Verification by BHEL Representative	
		4) The thermocouple shall have valid NABL calibration certificate for at-least 11 months on date of supply.	Vendor to submit NABL calibration certificate	
9	GENERAL POINTS			
9.1	Input Power Supply	1) The furnace shall be suitable for an input supply through a $415 \pm 10\%$ Volts, $50 \pm 5\%$ Hz, 3 Phase AC supply, 4-Wire System.	Vendor to provide undertaking on letter-head	
		2) BHEL will provide the input power supply at one point only near to furnace installation location and further power supply copper cables from Distribution board/MCCB to Electric furnace panel shall be within supplier scope. Approx. maximum distance of main electrical power copper cable required shall be 25-meters.	Vendor to provide undertaking on letter-head	
		3) Vendor scope- Power shall be supplied through Heat insulated power copper cable from electric power panel to heating element shall be supplier scope as per actual requirement.	Vendor to provide undertaking on letter-head	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
9.2	Pneumatic air supply	BHEL will provided compressed air supply tapping at 60 – 70 psi at one point. Distribution from BHEL terminal point, including filter – regulator & lubricator shall be in the scope of supplier. The FRL unit shall be one of the following acceptable make- Festo, Pneumax, SMC.	Vendor to provide undertaking on letter-head	
9.3	Ambient Conditions	The control elements shall meet all the specified requirements while working in an ambient temperature of maximum 50 °C and 90% of relative humidity.	Vendor to provide undertaking on letter-head	
9.4	Make of Motors	Make of Motors- Induction Motors shall be of Siemens/ Kirloskar/ ABB/ BBL make only. Single phasing preventers shall be incorporated for all the motors. All the induction motors shall be minimum energy efficient – IE2 compliance. Motor test certificates to be submitted along with the supply.	Vendor to provide motor test certificates	
9.5	Control Elements	The electrical switch and control elements shall be of Siemens/ GEC Alstom/ Telemecanique/ Mitsubishi make.	Visual/Physical Verification by BHEL Representative	
9.6	Isolation & MCCB	Accepted Make-Siemens/ Schneider/ GE	Visual/Physical Verification by BHEL Representative	
9.7	Fuses with Base	Accepted Make- English Electric /Schneider/ EATON/ Siemens	Visual/Physical Verification by BHEL Representative	
9.8	Push button Size- 20mm	Accepted Make-Siemens/ Schneider/ GE	Visual/Physical Verification by BHEL Representative	
9.9	Indicating Lamps: 20mm LED Type	Accepted Make-Siemens/ Schneider/ GE	Visual/Physical Verification by BHEL Representative	
9.10	Power and Auxiliary contactor:	Accepted Make-Siemens/ Schneider/ GE	Visual/Physical Verification by BHEL Representative	
9.11	Control & Power copper cables/ wires	Accepted Make- RR Kabel, Finolex, Havells, Polycab only	Visual/Physical Verification by BHEL Representative	
9.12	Gear Boxes	The gearboxes are to be of Greaves/ Radicon/ Elecon/ Shanthi Gears make only and necessary Test and Guarantee Certificate are to be submitted.	Visual/Physical Verification by BHEL Representative & vendor to submit Test and Guarantee Certificate.	
9.13	Cabling Code	All wires, cables, instrument tapings, etc. shall be terminated at components/ devices/ terminals using suitable number ferrules.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
9.14	Inter-Connecting Cables	The required length of Power (Copper) and Control (Copper) Cables to inter-connect the Power Controller and Terminals, Field Instruments, Motors etc. with between furnace & electric/control panels shall be in supplier scope. Suitable Cable trays to provided for power & control system cabling between panel and furnace. Compensating thermocouple cables shall be routed through separate cable trays i.e. not with power cable trays.	Visual/Physical Verification by BHEL Representative	
9.15	Safety Systems	<p>1) Heating element cannot be switched ON unless the bogie is fully inside the furnace and door is closed.</p> <p>2) Bogie cannot be moved unless the door is open at least 800mm.</p> <p>3) Door cannot be lifted unless heating element is OFF.</p> <p>4) Door can be operated in downward motion only when the bogie is fully inside.</p> <p>5) All motors will be provided with thermal overload relays along with single phase preventor.</p> <p>6) Over temperature controller will switch OFF the heating element in case of failure of main controller.</p> <p>7) <u>ALARM COMMUNICATION :</u> In the event of fault condition viz., over temperature or motor failure an audiovisual alarm communication system comprising hooter and indicating lamps will activate (To be provided by supplier).</p>	Visual/Physical Verification by BHEL Representative & vendor to submit Test and Guarantee Certificate.	
9.16	First fill of Oil in gearbox's	In supplier scope	Visual/Physical Verification by BHEL Representative	
10	SPARES			
10.1	Operating Spares	1) K-type Duplex Thermocouple- 1 no.	Visual/Physical Verification by BHEL Representative	
		2) K-type Simplex Thermocouple- 2 nos.	Visual/Physical Verification by BHEL Representative	
		3) Programmable Temperature Controller and Safety temperature controller– 1 no.	Visual/Physical Verification by BHEL Representative	
		4) Heating Coils - 1 set (1 set means full quantity of coils used in single phase)	Visual/Physical Verification by BHEL Representative	
		5) Diode used in power system– 1 Sets of each type.	Visual/Physical Verification by BHEL Representative	
		6) Thyristor used in the control system (each type) – 1 Sets of each type.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
		7) PCBs – 1 Set of each type.	Visual/Physical Verification by BHEL Representative	
		8) Power Contactors, push buttons, limit switches – 1 Sets of each type.	Visual/Physical Verification by BHEL Representative	
		9) One set of ceramic materials (like ceramic tubes, cuplocks, washers etc. as applicable) used in holding of the electrical coils.	Visual/Physical Verification by BHEL Representative	
		10) 10-percent of ceramic fibre insulation materials and refractory bricks.	Visual/Physical Verification by BHEL Representative	
10.2	Commissioning Spares	Bidder to List Down the items with the TECHNICAL OFFER, which are likely to be replaced during the erection & commissioning, where these items are likely to be replaced due to damage or failure. THESE ITEMS ARE TO BE REPLACED AT THE COST OF THE SUPPLIER.	Vendor to provide undertaking on letter-head	
11	FURNACE INSPECTION & ACCEPTANCE			
11.1	Inspection at Supplier's Works	1) The supplier has to offer, for inspection at Supplier's Works by BHEL Officials, all the furnace components (structures, ceramic fibre insulation material, refractory bricks, etc.), mechanical sub-assemblies, heating elements, accessories & attachments forming part of the electrical and control systems, spares, anchoring & supporting materials, etc., which are in individual despatchable consignments.	Visual/Physical Verification by BHEL Representative	
		2) Temperature Program Controller, Safety Temperature Controller, Temperature Recorder and Thermo-Couples shall be supplied with Calibration certificate from NABL certified laboratory traceable to national/ International standards.	Vendor to provide Calibration certificate from NABL certified laboratory traceable to national/ International standards	
		1) The Furnace in total will be accepted only after performance prove-out as per BHEL Specifications. The acceptance of the Furnace in Total will be only after the testing for its performance prove-out as per BHEL Specifications, at BHEL Works, after the completion of erection and commissioning activities.	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
11.2	Acceptance at BHEL Works	<p>2) Minimum three heat-treatment cycles shall be run and proved out. (i) Soaking Temp - 760 °C; Soaking Time - 5 hrs; Rate of Heating - 110 °C/ Hr; Rate of Cooling - 110/55 °C /hr (ii) Soaking Temp - 700 °C; Soaking Time - 5 hrs; Rate of Heating - 110 °C/ Hr; Rate of Cooling - 110/55 °C /hr (iii) Soaking Temp - 615 °C; Soaking Time - 2 hrs; Rate of Heating - 110 °C/ Hr; Rate of Cooling - 110/55 °C /hr</p>	Visual/Physical Verification by BHEL Representative	
		3) NABL laboratory certificate is required for nine point thermal mapping (temperature uniformity measurement) of electric furnace in compliance to API Specification 6A/Annex M (+/-) 8°C.	Vendor to submit NABL thermal mapping certificate	
12	ERECTION & COMMISSIONING			
12.1	Erection	<p>1) Erection of Complete furnace and its auxiliaries is under supplier's scope.</p>	Visual/Physical Verification by BHEL Representative	
		2) Suitable foundation bolts / anchoring materials shall be supplied by the supplier.	Visual/Physical Verification by BHEL Representative	
		3) Civil foundation Work will be under BHEL scope.	Visual/Physical Verification by BHEL Representative	
		4) The vendor shall provide the foundation drawing / detail to BHEL in advance for preparation of foundation.	Vendor to provide undertaking on letter-head	
		5) BHEL will provide electricity, water and crane for handling and lifting of furnace components / materials at erection site (free of cost) for upto 5-ton load only. However, welding machines, accessories and consumables will be under the scope of supplier for erection and commissioning.	Vendor to provide undertaking on letter-head	
12.2	Commissioning	Commissioning of the Equipment and Smooth Functioning of all the Sub-systems (at BHEL Works) shall be the RESPONSIBILITY of the Supplier, including the performance prove-out heat-treatment cycles (minimum three cycles).	Vendor to provide undertaking on letter-head	
13	FURNACE DOCUMENTATION			
13.1	O & M Manuals	a) Three hard Copies of the Operation & Maintenance Manual to be supplied along with the supply of the furnace.	Visual/Physical Verification by BHEL Representative	
		b) One soft copy of all documentation including Operation & Maintenance Manual shall be supplied in pen drive	Visual/Physical Verification by BHEL Representative	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
		c) The following documents and details (as given in Clause No. 13.2) shall form part of the Operation & Maintenance Manual	Visual/Physical Verification by BHEL Representative	
13.2	Documents and Technical Details	a) GA Drawing of the Furnace in Total.	Visual/Physical Verification by BHEL Representative	
		b) Sub-Assembly Drawings (without dimensions) for sub-systems for maintenance purpose.	Visual/Physical Verification by BHEL Representative	
		c) Electrical Wiring Drawings – Power & Control Circuits	Visual/Physical Verification by BHEL Representative	
		d) Complete Printed Circuit Board Schematics indicating check points (Test Points) for Electronic Controls	Visual/Physical Verification by BHEL Representative	
		e) Specifications / Ratings of All Bought-Out-Items	Visual/Physical Verification by BHEL Representative	
		f) Trouble Shooting Chart for Main and all Sub-Systems	Visual/Physical Verification by BHEL Representative	
		g) Drawings of all the refractory components with specifications.	Visual/Physical Verification by BHEL Representative	
		h) O&M manual of Temperature controllers & recorder	Visual/Physical Verification by BHEL Representative	
14	TRAINING	a) The Supplier shall train BHEL Staff in the Trouble Shooting and Maintenance of the Furnace Supporting Systems, free of cost, during the inspection at the Supplier's Works.	Visual/Physical Verification by BHEL Representative	
		b) The Supplier's Service Engineer shall train BHEL Staff in the Operation, Trouble Shooting and Maintenance of the Furnace for a minimum period of 3 Working Days, after the SUCCESSFUL COMMISSIONING of the furnace, at BHEL Works, free of cost.	Visual/Physical Verification by BHEL Representative	
15	TECHNICAL OFFER	The Technical Offer shall contain the following:		
		a) Complete Scope of Supply, including Main Equipment, Safety systems, All Accessories and Attachments, etc.	Vendor to provide undertaking on letter-head	
		b) List of Operating Spares, Commissioning Spares, Foundation / Anchoring Materials	Vendor to provide undertaking on letter-head	
		c) Erection, Commissioning and Performance Prove-Out Details.	Vendor to provide undertaking on letter-head	
		d) Complete description of all systems & sub-systems forming part of the Furnace.	Vendor to provide undertaking on letter-head	
		e) A schematic diagram showing the layout of the furnace & associated systems with salient dimensions	Vendor to provide undertaking on letter-head	

Annexure-A, Technical Specifications cum Quality Plan of Single Bogie Car Bottom Electric Furnace– 2 Ton

Sl. No.	FEATURES	PARAMETERS / DESCRIPTION	INSPECTION / ACCEPTANCE CRITERIA	BIDDER'S CONFIRMATION
16	PERFORMANCE GUARANTEE	The Performance of the Furnace in total and/or the Components / SubAssemblies / Bought-Out-Items in particular, shall be guaranteed for a minimum period of 12 months from the date of performance acceptance at BHEL Works.	Vendor to provide undertaking on letter-head	

ANNEXURE-B

RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

**(The bidders are required to print this on their company's letterhead &
sign, stamp and submit with offer documents)**

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 bidder (... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered.

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer.”

With regards

Signature with company seal

Name—

Company / Organization

Designation within Company / Organization

Address of Company / Organization

ON COMPANY (OEM) LETTER HEAD

Make in India (MII) and Local Content Declaration

To whom it may concern

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s. _____ (supplier name) are (tick whichever is applicable as below)

“**Class-I local supplier**” meeting the requirement of minimum local content equal to 50% or more defined in above mentioned government notification for the goods & services

(or)

“**Class-II local supplier**” meeting the requirement of minimum local content 20 % to less than 50% defined in above mentioned government notification for the goods & services

(or)

Non-local supplier (if not belonging to Class-I & Class-II)

against Tender Enquiry No. _____

Product:

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

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signatory

Place:

Date: