



MATERIAL MANAGEMENT - TRACTION MACHINES
HEAVY ELECTRICAL PLANT, BHOPAL
BHARAT HEAVY ELECTRICALS LIMITED

BHEL ENQUIRY NO. E5063002

NIT TERMS & CONDITIONS:

SL. NO.	DESCRIPTION	DETAILS
1.	RATE CONTRACT TERMS	We intend to enter into a Rate Contract (RC) for ordering up to 18 months from RC freeze date, i.e. RC is to be kept valid for ordering up to 18 months from RC freeze date. Purchase Ordering shall be done as per BHEL requirement against the finalised rate contract & within its validity. Dispatches to be made against our purchase order (computerized) only, which will be issued against this Rate Contract.
2.	ITEM DESCRIPTION	Item 1:- SET OF DIESEL ENGINE AND ACCESSOIRES AS PER BHEL SPECIFICATION NO. CET/6.7/SP0035/T07 (REV 0) CLAUSE 2.1 AND 2.2. Item 2:- ASSEMBLY AND ALIGNMENT OF 1 NOS. POWER PACK AT BHEL PERMISES. AS PER BHEL SPECIFICATON NO. CET/6.7/SP0035/T07 (REV 0), CLAUSE 2.3, CONSISTING OF DIESEL ENGINE AS PER ITEM NO. 1. Item 3:- INSTALLATION AND COMMISSIONING OF POWER PACK CONSISTING OF 1 NOS. POWER PACK PER KMMC WITH ALL ENGINE ACCESSORIES AS PER BHEL SPCIFICATION NO. CET/6.7/SP0035/T07 (REV 0), DTD :- 11.04.2026. CLAUSE 2.4.
3.	TECHNICAL CONDITION	As per attached BHEL Spec No. CET/6.7/SP0035/T07 (REV 0) dated 11.04.2026. VENDOR TO SUBMIT CLAUSE WISE ACCEPTANCE OF BHEL SPEC. CET/6.7/SP0035/T07 (REV 0) dated 11.04.2026 WITH THE OFFER.
4.	QUANTITY	ITEM#1: 35 Sets ITEM#2: 35 Sets ITEM#3: 35 Sets
5.	QUANTITY VARIATION/ Option Clause	+/-30% (i.e maximum upto 46 sets) applicable for each item.
6.	SPLITTING OF ORDER	Not Applicable.
7.	DELIVERY SCHEDULE REQUIREMENT	Item 1: - Delivery of 1st Lot of 10 sets shall be within 60 days from date of placement of po and thereafter subsequent lot of 10 sets within next 30 days from previous lot. Item 2: - Within 20 days from issue of alternator from BHEL to the supplier. Item 3: - Installation & Commissioning completion with, Milestone1:-Completion of load test within 30 days from issue of coach at Production unit by Indian Railways & Milestone2:-Completion of commissioning & Field Trial within 30 days from issue/placement of coach at user Railway shed or RVNL Shed /Depot by Indian Railways. Early Delivery acceptable. Above delivery schedule is for RC, actual delivery schedule shall be as per actual requirement in line with project & within finalized RC terms. ITEM SHALL BE DISPATCHED ONLY AFTER DISPATCH CLEARNACE FROM BHEL BHOPAL AND RAILWAY



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		APPROVAL AS PER CLAUSE (I) 3.1.5 (II) 3.3.22 (III) 3.3.32.2 OF SPEC.CET/6.7/SP0035/T07 (REV 0) DTD 11.04.2026.
8.	DELIVERY TERMS	FOR Destination. DESTINATION FOR ITEM-1, & 2 SHALL BE BHEL BHOPAL. For Item 3, DESTINATION SHALL BE AT ANY INDIAN RAILWAY PRODUCTION UNIT/WORK SHOP ANYWHERE IN INDIA WHERE KMMC WILL BE MANUFACTURED. COMPLETION OF COMMISSIONING AND FIELD TRIALS SHALL BE AT USERS RAILWAY OR RVNL SHED /DEPOT.
9.	DELIVERY INSTRUCTION	Packing list for all dispatched items to be provided. Cases containing these items shall indicate the description and quantity of stores, name & address of consignee, gross weight of package, name of contractor along with BHEL name and distinct marking. Material shall be suitably packed to avoid any damage.
10.	QAP	As per specification
11.	INSPECTION CONDITION	BY INDIAN RAILWAY REPRESENTATIVE/BHEL AT VENDOR WORKS/RAILWAY PREMISES OR AT BHEL BHOPAL
12.	SAMPLE	Not applicable.
13.	TEST CERTIFICATE	All Material TC to be supplied along with material as per Spec.
14.	GUARANTEE / WARRANTY	As per clause no. 14 of BHEL Spec No. CET/6.7/SP0035/T07 (REV 0) dated 11.04.2026. Other terms & condition of warranty shall be governed by BHEL GTC of ENQUIRY (BP200102C, Cl. No. 18).
15.	GUARANTEE/ WARRANTEE CERTIFICATE	GC to be supplied along with the material and GC should incorporate /Spec. as mentioned in item description.
16.	PAYMENT TERMS	For Item#1: - 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. For Item# 2: - 100% payment in 90 days (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) from successful integration certificate date. Successful integration certificate to be issued by BHEL. Supplier has to submit successful integration certificate along with invoice/claim to fin division, BHEL, Bhopal. For Item# 3:- 80% payment shall be released within 90 days (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) on load test at production unit against work completion certificate by TMX/ BHEL Bhopal for work completion & load test at Production unit and 20 % Payment shall be released within 90 days (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) on work completion certificate by TMX/ BHEL Bhopal for work completion and successful commissioning & field trials at user railway site.



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		<p>The supplier shall obtain the certificate of successful installation & commissioning at user Railways site duly certified by BHEL. Supplier has to submit the successful installation & commissioning certificate along with invoice/ claim to fin division, BHEL, Bhopal.</p> <p>Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ "Repo Rate + 4%" for the purpose of bid evaluation.</p> <p>Other terms as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 16).</p>
17.	TECHNICAL PQR (T-PQR)	<p>Technical Pre-Qualification Requirements (T-PQR) for procurement of the items is attached with the NIT.</p> <p>Compliance of all the points in T-PQR is mandatory. In absence of compliance of above and non-submission of documents required against the T-PQR, the Vendor's offer is liable to be rejected.</p> <p>Duly filled T-PQR with desired documents shall be submitted by the Vendor along with the offer.</p> <p><i>Information/ compliance/ documents submitted by vendor shall be authentic in all aspects. In case any deviation/ false information/ forged documents are observed / revealed later on, BHEL is free to initiate appropriate punitive proceeding against the Vendor as per Prevalent Processes and Guidelines of Company.</i></p>
18.	FINANCIAL PQR (F-PQR)	<p>Compliance FINANCIAL-PQR as below is mandatory: -</p> <p>(a) Average Turnover of three financial years ending on or before 31st March (i.e FY 2022-23, FY2023-24 and FY2024-25) should be at least: Rs. 600 Lacs.</p> <p>(b) MANDATORY SUPPORTING DOCUMENTS TO BE SUBMITTED: -Any document certified by a Chartered Accountant / Cost Accountant indicating the turnover for the relevant period shall be submitted along with the bid. Such documents must be duly signed by the Chartered Accountant / Cost Accountant and shall bear his/her seal, name, firm name, Membership Number, FRN Number, UDIN, the capacity in which he/she is signing (Proprietor/Partner), along with the date and place of signing.</p> <p>In case the bidder submits Audited Balance Sheet and Profit & Loss Account statements for the relevant financial year(s), the same must be signed by the owner and should be accompanied by the corresponding Audit Report with valid UDIN mentioned on it.</p> <p>Financial statements of the participating bidder shall be considered for evaluation of financial PQC. In absence of compliance of above and non-submission of documents required against the F-PQR, the Vendor's offer is liable to be rejected.</p>
19.	BID PARTS	<p>Offer shall be submitted by the bidders in Two Parts, i.e. Part-I Technical cum Commercial bid & Part-II Price bid.</p>
20.	PENALTY / LD	<p>As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 9) i.e. 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery.</p> <p>Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p>



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21.	PRICE BASIS	Firm Price basis
22.	PRICING TERMS	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 12)
23.	PRICE VALIDITY	Offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.
24.	TAXES & DUTIES	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 14)
25.	EVALUATION CRITERIA	Overall L1 basis.
26.	EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER	In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. Decision of BHEL in such situations shall be final and binding.
27.	BID SECURITY/ Earnest Money Deposit (EMD)	Not Applicable
28.	PERFORMANCE SECURITY (PBG)	<p>A. Performance Bank Guarantee (PBG), hereafter referred as performance security is mandatory for the successful bidder awarded the contract.</p> <p>B. The total amount of Performance Security is 5% of the contract value.</p> <p>C. Performance Security is to be furnished by 14 (fourteen) days after notification of the award). PBG should remain valid for a period of 60 days (2 months) beyond the date of completion of all contractual obligations of the supplier, including warranty obligations i.e. PBG validity, {for delivery of item at Railway production Unit & its commissioning (here 12 months tentatively) + warrantee obligation period (here 30 months) + 2 months}, of total 44 months from Scheduled delivery date of item#1 is required. Further, if required validity of PBG to be extended from time to time by the duration for which the warrantee of the items remains operative.</p> <p>D. In case of delay in submission of performance security, enhanced performance security which would include interest (RBI Repo Rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with due interest.</p> <p>E. PBG claim Date must be mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.</p> <p>F. Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms.</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>Format & checklist for compliance of Bank Guarantee for performance security is available on BHEL B2B website https://bpl.bhel.com/mm under "BG formats purchase bills" and PBG have to be submitted accordingly while complying the same.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p>



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		<p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(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)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>G. Forfeiture of Performance Security:</p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>H. Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects within 60 days of completion of all such obligations including the warranty under the contract.</p> <p>I. The Performance Security shall not carry any interest.</p>
29.	REVERSE AUCTION	<p>Applicable</p> <p>It is declared upfront that this Enquiry shall be subjected to Reverse Auction (RA). Bidders may kindly note the Reverse Auction (RA) field as mentioned and asked for in enquiry template & ensure to proceed with choosing "YES" against same when asked during submission of their offer to give their acceptance for participation in RA.</p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2024) for this tender. RA shall be conducted among the techno- commercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>The techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.</p> <p>However, H1 will be allowed to participate in RA in certain cases as mentioned in 10.3 of the above RA Guidelines.</p>
30.	MSE PREFERENCE	<p>Applicable as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 29). Item is divisible on package basis.</p>
31.	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 (As per BHEL GTC BP200102C, Cl. No. 33)	<p>"The local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT."</p>



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		<p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable.</p> <p>Tendered item is divisible on package basis and purchase preference shall be granted after due compliance for local content of the PPP-MII Order.</p> <p>The local content to categorize a supplier as a Class-I local supplier / Class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in above circular issued by DPIIT/ Nodal Ministry.</p> <p>Bidders to submit the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition as per the attached MII format. In case the bid value is more than Rs. 10 Crore, the declaration relating to the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition shall be Certified by the Statutory Auditor or Cost Auditor, if the OEM is a Company and by a Practicing Cost Accountant or a Chartered Accountant for OEM other than Companies as per the above circular.</p> <p>For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant/ Statutory Auditor/Cost Auditor (as applicable) and in case of defaults, penalty upto 10% of the contract value shall be imposed. However, contract once awarded shall not be terminated on this account.</p> <p>Bidder to refer the Sample format of MII self-certificate (Annexure – 1 of the GTC) and sample certification format of statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) (Annexure- 2 of the GTC).</p> <p><i>Bidders or successors can be debarred for false declarations for up to 2 years. Debarred suppliers not eligible for preference in any other procuring entity</i></p>												
32.	INTEGRITY PACT (IP)	<p>Applicable as per attached BHEL GTC of ENQUIRY (BP200102A, Cl. No. 30 & 32). <i>Integrity Pact to be sealed & signed along with a witness and submitted along with the offer.</i></p> <p>(A) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="544 1606 1395 1770"> <thead> <tr> <th>SN</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2</td> <td>Shri R. Mukundan, IRPS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3</td> <td>Shri Madan Lal Meena, IAS (Retd.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>(B) The IP as enclosed with the tender is to be submitted (duly signed & sealed by authorized signatory) along with Techno-Commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to</p>	SN	IEM	Email	1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in
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		<p>participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p>(C) Please refer Section-8 of IP for Role and Responsibilities of IEMS. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMS shall be done through email only.</p> <p>NOTE:</p> <p>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</p> <p>Details of contact person(s):</p> <p>(1) Name: Manendra Singh (Dy. Manager) Dept: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-5880</u> Email: manendra1@bhel.in</p> <p>(2) Name: Rajesh Kr Parte (<u>Addl GM/MNX</u>) Dept: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-3336</u> Email: rparte@bhel.in</p>
33.	RESTRICTION UNDER RULE 144 (xi) GFR	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 34)
34.	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS AND THEIR DECLARATION	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests.</p> <p>Bidders having a conflict of interest shall not be eligible to participate in the tender process.</p> <p>Treatment of cases regarding conflict of interest: -</p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <p>-</p> <p>i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</p> <p>ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</p> <p>iii) Procurement of goods directly from the manufacturers /suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar</p>



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		<p>more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
35.	ANNEXURE-IX	<p>The Bidder/Supplier/Contractor will, when presenting his bid, declare whether other Family Firms or Sister Concern Affiliates/Subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. Format for declaration is available in the NIT documents for this enquiry (Annexure-IX). Same is to be submitted with the offer.</p>
36.	SPECIAL CONDITIONS	<p>Bidders who fall under MSE (Micro & Small Enterprises only) and fail to upload 'UDYAM Registration Certificate (URC)' shall automatically be considered as Non-MSE supplier for this tender.</p> <p>Further, it is to be noted that MSE benefits are not being extended to Agent/ Dealer/ Trader/ Distributor (i.e. Other than manufacturer). Supplier has to also provide supporting document(s) such as Agreement Between OEM & Bidder(s) etc.</p> <p>Identification must. Soon after rejection of material, it is to be ensured by supplier that material should be taken back maximum within two weeks after communication for rectification/ replacement & supply back the rectified/ fresh material to BHEL Bhopal within 30 days from rejection. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.</p> <p>Offers of suppliers who are in 'HOLD/BANNED' status in BHEL Bhopal PMD shall not be considered.</p> <p>Unregistered vendors to submit documents required for registration to BHEL Portal Online (https://bhel.com/supplier-registration).</p>
37.	OTHER TERMS & CONDITIONS	<p>Other Terms & Conditions as per attached BHEL GTC of ENQUIRY (BP200102C).</p> <p>Any deviation of NIT, BHEL GTC of ENQUIRY (BP200102C) and BHEL PO Terms, where vendor response is not affirmative to be clearly indicated, else BHEL will consider that all above Terms & Conditions are acceptable to vendors.</p>



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38.	GEM REGISTRATION	<p>As you are kindly aware that Government e-Marketplace (GeM) is a one stop portal to facilitate Online Procurement of Goods & Services required by various Government Departments/ Organizations/ PSUs.</p> <p>BHEL being a PSU, would like that its suppliers/ contractors also have visibility on this portal so that GeM can be used for procurement by BHEL.</p> <p>Hence, you are requested to get yourselves registered on GeM.</p>
39.	TENDER FEE	Not applicable
40.	BID SUBMISSION WITHIN DUE DATE & TIME	<p>No request for extension of tender due date will be entertained at the time of tender opening and after due date under any circumstances. Hence, all bidders are requested to submit their bid well within due date and time only.</p> <p><i>BHEL reserves the right for extension of tender based on the situation without assigning any reason whatsoever it may be.</i></p>
41.	DOCUMENTS TO BE FURNISHED ALONG WITH YOUR QUOTATION	<p>Signed and Sealed copy of:</p> <ul style="list-style-type: none">- NIT- BHEL GTC of ENQUIRY (BP200102C)- BHEL ENQ & PO Terms <p>Duly Filled, Signed and Sealed copy of:</p> <ul style="list-style-type: none">- Techno-Commercial Annexure- Compliance of T-PQR & F-PQR- Clause wise clause compliance to BHEL Spec No. CET/6.7/SP0035/T07 (REV 0) dated 11.04.2026.- Annexure-IX in Company Letterhead- Annexure-A - OEM & MSE Declaration- PPP-MII Certificate for local content attached with GTC- Integrity Pact as attached with the tender. <p>Others:</p> <p>UDYAM Registration Certificate (<i>as applicable for MSME bidders only</i>)</p>
42.	INVOICING THROUGH SUVIDHA PORTAL	<p>For supply orders placed on Indian Suppliers, irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.</p>

IT IS HEREBY MENTIONED THAT THIS IS E-TENDER SO OFFER SUBMITTED THROUGH E-PROCUREMENT PORTAL (www.eprocurebhel.co.in) SHALL ONLY BE CONSIDERED.

PRE-QUALIFICATION CRITERIA (PQR) FOR DIESEL ENGINE BIDDER'S

The current tender enquiry is based on ICF Tender No: 08252529 for KMMC project. The ICF tender specification calls for "One under-slung naturally aspirated, turbo charged and after cooled Diesel Engines of proven design of Cummins make NTA 855R or similar other reputed make suitable for 8-Wheeler AC SPIC, complete with all accessories....." as per RDSO specification no. ICF/MD/SPEC-349, Rev 01, Date 09.07.2020, clause no.3.3.1.

As above Cummins make NTA 855R diesel engine is acceptable. For diesel engine other than Cummins make NTA 855R, the following is the PQR (pre-qualification criteria) shall be applicable. Technical offer of bids not fulfilling all points of the PQR will NOT be considered for further evaluation.

Sl.no.	Description of Requirement	Confirmation/Documents required in response to PQR	Bidder's Comment
1.	In case bidder is offering alternate engine to NTA 855R, bidder shall submit the approval from ICF Chennai for regular use of the offered diesel engine (make & Model) in underslung KMMC/ACSPIC (Air-conditioned Self-Propelled Inspection Car) application. Such approval shall be submitted at the time of opening of the tender enquiry.	Bidder to submit ICF approval for verification.	
2.	<p>(a) Bidder to submit all necessary layout drawings (Engine-alternator location, Hydraulic system, Fuel system, Cooling system, Air intake system, Exhaust system) of offered diesel engine with BHEL alternator (Drg no. TME/SKETCH/1426 Rev 00 enclosed) for KMMC/AC SPIC coaches, duly approved by ICF Chennai at the time of opening of tender enquiry.</p> <p>(b) The mounting arrangement for Power pack will be as per ICF Drg. No. DETC/US (231) -1-1-022 (Latest). The bidder has to ensure interfacing of power pack as per this drawing. In case any modification is required in the ICF provided underframe, Approval for such modification from ICF should be submitted at the time of tender enquiry opening.</p> <p>Note: Any drawing received from vendor shall be scrutinised and after getting necessary correction (if any) BHEL shall promptly forwarded to ICF for approval. BHEL is not responsible for time consumed in the process of approval or delay. Submission of above drawings duly approved by ICF Chennai are mandatory at the time of tender enquiry opening, otherwise bid will not be considered for technical evaluation.</p>	<p>Bidder to submit ICF approved layout drawings for 2(a) and ICF approval for 2(b) if applicable.</p> <p>Note: In case no modification is required in ICF supplied underframe as per ICF Drg. No. DETC/US (231) -1-1-022 (Latest). The bidder shall submit the declaration confirming the same.</p>	
3.	The bidder should have supplied at least one number of the offered diesel engine model for DETC/ SPIC/ KMMC application to any IRPU (Indian Railway Production unit) and after despatch & assembly from the IRPU, successfully commissioned the same at user railways site/RVNL site or any Railway shed.	Bidder to confirm and submit commissioning report with diesel engine make and serial number duly signed by user railway site/RVNL site representative for verification and document confirming model number of diesel engine.	
4.	The bidder should either be an Original Equipment Manufacturer (OEM) or an authorized Dealer of the OEM for the offered Diesel engine.	Bidder have to submit valid Authorization certificate applicable for the current tender from OEM for verification.	

Prepared By



Sanjay Bhengra
Dy.Mgr/CET

Checked By



Abhideep Choudhary
Sr. Mgr/CET

Approved By






Rakesh Vishnoi
AGM & HOD/CET



BHARAT HEAVY ELECTRICAL LIMITED
CENTRE FOR ELECTRIC TRANSPORTATION
UNIT'S ADDRESS: PIPLANI, BHOPAL

SPECIFICATION CUM COMPLIANCE CERTIFICATION
FOR
DIESEL ENGINE AND POWERPACK ACCESSORIES FOR 8-WHEELER
KAVACH MOBILE MAINTENANCE CAR (KMMC)

SPECIFICATION NO: CET/6.7/SP0035/T07 (Rev 0)

REVISION	DATE	PREPARED BY	CHECKED BY	APPROVED BY
00	11/04/2026	 SANJAY BHENGRA	 ABHIDEEP CHOUDHURY	 RAKESH VISHNOI

SNO	DESCRIPTION		Supplier to Confirm or Provide any deviations
1.0	BACK GROUND & PURPOSE:		
1.1	The proposed Diesel Engine shall be utilized for 340 HP (min) under slung power pack for 8-Wheeler Kavach Mobile Maintenance car (KMMC) of Indian Railways.	Supplier to confirm	
2.0	SCOPE OF SUPPLY:		
2.1	Diesel Engine of proven design Cummins make NTA 855R or similar other reputed make, suitable for 8-Wheeler KMMC coaches with all engine mounted standard accessories such as starter motor, actuator, fuel pump, engine driven air compressor, etc. including all items required for powerpack assembly consisting of:	01 Set	Supplier to confirm
2.1.1	Diesel engine as per clause no. 3.3 of BHEL specification no. CET/6.7/SP0035/T07 (Rev 0) Qty.- 1no.		
2.1.2	Shipping skid for mounting of above diesel engine and BHEL alternator. Qty.- 1no. (Drawing of Shipping skid to be submitted along with the offer)		
2.1.3	Set of hardware for mounting of above diesel engine and BHEL Alternator. Qty: 1 set Note: Scope of supply shall include: a) Hardware's for Flex plate and flywheel connection. b) Hardware's for Diesel engine and alternator housing connection. c) Hardware's for Powerpack and bracket mounting. d) Hardware's for mounting of powerpack on skid. e) Any other hardware's required for assembly and alignment of powerpack at BHEL premises will be in suppliers' scope.		
2.1.4	Set of brackets and any other item required for mounting of above 1no. power-pack in the underframe. Qty: 1 set (Drawing of brackets to be submitted along with the offer)		

2.2	Set of accessories for complete assembly and operation of 1 no. power pack per KMMC coach consisting of diesel engine as per clause 2.1 of this specification.	01 Set	Supplier to confirm and provide the list.	
2.3	Assembly and alignment of 1 no. power pack at BHEL premises as per clause 7.1 of BHEL specification no: CET/6.7/SP0035/T07 (Rev 0) consisting of diesel engine as per clause 2.1 of this specification.	01 Set	Supplier to confirm	
2.4	<p>Installation and Commissioning of powerpack consisting of diesel engine as per clause 2.1 of this specification.</p> <p>a) Installation of 1 nos. power pack per KMMC coach with all engine accessories and other activities mentioned in clause 7.2 of BHEL specification no. CET/6.7/SP0035/T07 (Rev 0) will be in the scope of engine supplier.</p> <p>b) Commissioning of 1no. Powerpack and associated accessories shall be done by engine supplier as per clause 7.2 of BHEL specification no. CET/6.7/SP0035/T07 (Rev 0)</p>	01 Set	Supplier to confirm	
2.5	Any other items, tools, equipment's, consumable, Material handling with relevant equipment etc. which are not covered in the scope of supply and are essential for installation & commissioning and satisfactory operation of power pack shall be in scope of supplier.		Supplier to confirm	
3.0	TECHNICAL DETAILS:			
3.1	General Details:			
3.1.1	(i) This specification covers the design, manufacture, and supply, testing & commissioning of Engine and Electrics required for 8-Wheeler KAVACH Mobile Maintenance Car (KMMC) for operation on broad gauge (1676mm) electrified (25 kV a.c.) routes of Indian Railways. The 8-Wheeler KMMC coach is a self-propelled 2-axle vehicle and is used for periodical inspection, patrolling. The 8-Wheeler KMMC coach uses the power generated by the Diesel Alternator set provided in the car for propulsion and not the power from live OHE.		For Supplier information.	
	(ii) The KAVACH Mobile Maintenance Car (KMMC) will be equipped with advanced instrumentation for the maintenance, Testing and Commissioning of KAVACH system and Telecom Instruments. This Vehicle is designed to enable functional testing, Routine maintenance of KAVACH Systems and emergency Breakdown Management and LTE/5G-based signaling infrastructure. The		For Supplier information.	

	KMMC shall be fully Self Propelled, Diesel Electric powered, and Air Conditioned Vehicle and it will include dedicated spaces for housing KAVACH instrumentation, Telecom Testing Tools, operator workstations, and storage facilities.		
	(iii) In case of difference between the specification and / or exhibited drawings, the supplier shall submit the details to BHEL for getting an immediate clarification from ICF, which shall be final authority for clarification.	Supplier to confirm	
3.1.2	The supplier is required to furnish clause by clause comments to this specification, either confirming acceptance of the clause or indicating deviation therefrom. In the event a supplier is unable to comply, either partially or fully, to any of the stipulations made in this specification, it must be brought to the notice of purchaser with full particulars of the deviations, technical details, cost implications and past service performance, etc.	Supplier to confirm	
3.1.3	The supplier shall submit detailed scope of supply along with offer duly covering all technical requirements covered in this specification with quantity.	Supplier to confirm	
3.1.4	Approval of Drawings: "Approval" to the drawing means the approval to the general adoptability of the design features. ICF/BHEL/RDSO shall not be responsible for the correctness of dimensions on the drawings, materials used, strength or performance of the components. The supplier shall be wholly and completely responsible for all these variables. The supplier, when submitting proposals or designs for approval of the ICF/RDSO, shall draw attention to any deviation or departure from the specification involved in his proposals or drawings.	Supplier to confirm	
3.1.5	Drawing for KMMC application shall be submitted to BHEL in standard size (s) as per IS: 696 along with main calculation details in triplicate. List of drawings/calculations/OGA/BOM shall be submitted to BHEL for onward approval of Railways before undertaking manufacture of prototype and before commencement of bulk supply. Any other drawings of which manufacturer desire to obtain approval of RDSO/Indian Railway Production units shall also be submitted to BHEL for KMMC.	Supplier to confirm & Provide	
3.1.6	Supplier's responsibility: The supplier shall be entirely responsible for the execution of the works strictly in accordance with the terms of this specification and the conditions of contract,	Supplier to confirm	

	notwithstanding any approval which RDSO/ Indian Railway Production units or the Inspecting officer may have given: (a) Of the detailed drawing prepared by the supplier. (b) Of the sub-contractors for materials. (c) Of other parts of the work involved by the supplier. (d) Of the tests KMMC carried out either by the supplier or by the ICF or the Inspecting Officer.		
3.1.7	Quality Assurance Plan		
3.1.7.1	The supplier should possess valid ISO-9001:2000 certificate for his work's address, covering the items for which he is participating in the contract. The supplier shall formulate Quality Assurance program (QAP) detailing the methodology proposed to be followed to ensure a quality product. QAP shall cover quality assurance procedures and procedures to be followed during all stages of design, manufacture, testing and commissioning of the equipment. The supplier shall define the role of each functional group in the Organization for achieving the required quality of the product and submit a comprehensive document "Quality assurance plan" in accordance with RDSO guideline QM-RF-8.13 Dated 28-08-2018.	Supplier to confirm	
3.1.7.2	The supplier, whose bid is accepted, shall be required to submit a "Quality Assurance Plan" approved by RDSO/ICF/Indian Railway Production units for KMMC application – the QAP shall be having details as to how the quality of specific product is proposed to be assured. Supply of the equipment shall commence based on "Quality Assurance Plan" approved by RDSO/ICF/Indian Railway Production units. The above shall apply to the main supplier as well as sub-suppliers.	Supplier to confirm	
3.1.8	RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY		
3.1.8.1	The supplier shall design the Diesel Engine & Accessories to ensure Guaranteed Reliability, Guaranteed Availability and high degree of safety in order to provide a dependable service. The optimization of the system with respect to Reliability, Availability, maintainability and safety shall form an integral element of these Specification and Standards. The plan for Reliability, Availability, Maintainability and Safety shall conform to EN 50126/IEC 61709/IEC 62278.	Supplier to confirm	
3.1.8.2	The supplier shall develop RAMS targets both for the complete system and for the major Sub-systems such as Diesel engine, Accessories, cooling system, etc., such that it will provide a high level of dependability.	Supplier to confirm	

3.1.8.3	There shall be an efficient means of operation of the coach after all failures in accordance with Good Industry Practice.	Supplier to confirm	
3.1.8.4	Components critical for safety shall fit into safe operating mode in case of malfunctioning. The system safety plan shall identify and '1st safety critical components and this list shall be updated periodically.	Supplier to confirm	
3.1.8.5	The—supplier shall establish and operate a detailed reliability, availability, maintainability and safety (RAMS) Assessment system in support of the design, manufacture and subsequent testing, commissioning, operation and maintenance of the Engine & Accessories-	Supplier to confirm	
3.1.8.6	Safety Assessment shall be carried out and shall include the following principles: (i) Degraded modes and emergency operations shall be considered as well as normal operations; (ii) Safety risk assessment shall utilize more than one methodology to assess risks; and (iii) Safety risk assessment shall include the consideration of dependent failures, related to Engine & Accessories.	Supplier to confirm	
3.1.8.7	No single-point of failure shall cause complete failure related to Engine & Accessories of the traction system, inability to control the brakes on coach.	Supplier to confirm	
3.1.8.8	Where the system design of the equipment incorporates component redundancy as the method of reducing the consequences of a single point failure, such redundancy shall not allow hidden faults to remain undetected.	Supplier to confirm	
3.1.9	DESIGN DEVELOPMENT		
3.1.9.1	The supplier shall provide the design based on the details given in this specification and sound engineering practices. ICF/ RDSO/Indian Railway Production unit approved design & technical data for Engine used in KMMC along with calculations shall be submitted to BHEL for onward submission to ICF.	Supplier to confirm & provide	
3.1.9.2	The design shall be based on S.I. Units.	Supplier to confirm	
3.1.9.3	From the information given in this specification and instructions of ICF/RDSO/Railway Production unit, the supplier shall submit a full set of engineering drawings approved by ICF/RDSO/Railway Production unit for KMMC application and submit the same to BHEL for onward submission to ICF.	Supplier to confirm & provide	
3.1.9.4	When submitting drawings of a particular detail, other details depending on it shall be shown in juxtaposition	Supplier to confirm	

3.1.9.5	Material specifications, manufacturing tolerances and other details, which are necessary for manufacture for each component shall be indicated on the drawings.		Supplier to confirm	
3.1.10	MATERIALS			
3.1.10.1	Materials used in the construction of the Diesel Engine & Accessories for KMMC car shall comply with the relevant IRS specifications or Indian Standard Specifications. Where IRS or ISS do not exist for specific components, the supplier shall submit ICF/RDSO/Railway Production unit approved material specification to BHEL for onward submission to ICF:-		Supplier to confirm & provide	
3.2	CLIMATIC CONDITIONS:			
3.2.1	The Engine & Accessories shall be in continuous operation under the following atmospheric and climatic conditions:		Supplier to confirm	
1	Atmospheric temperature	Metallic surface temperature under Sun: 75° C max. and in shade: 55 °C max. Minimum temperature: - 10°C (Also snow fall in certain areas during winter season).		
2	Humidity	100% saturation during rainy season		
3	Reference site conditions	i) Ambient Temp. : 50° C ii) Humidity: 100% iii) Altitude: 1000m above mean sea level.		
4	Rain fall	i) Ranging from 1750 mm to 6250 mm. ii) Number of rainy days/annum 120.		
5	Atmosphere during hot weather	Extremely dusty and desert terrain in certain areas. The dust concentration in air may reach a high value of 1.6 mg/m3. In many iron ore and coalmine areas, the dust concentration is very high affecting the filter and air ventilation system.		
6	Coastal area	KMMC Car and its equipment shall be designed to work in coastal areas in humid and salt laden atmosphere with maximum pH value of 8.5, sulphate of 7mg per liter, max. concentration of chlorine 6 mg per liter and maximum conductivity of 130 micro siemens/cm.		
7	Vibration	The equipment and their arrangement shall withstand satisfactorily, the vibration and shocks normally encountered in service which are as below:-		

			(a) Maximum vertical acceleration 3.0g (b) Maximum longitudinal acceleration 5.0g (c) Maximum train acceleration 2.0g (g : acceleration due to gravity) High level of 50g vibration and shocks. Accelerations over 500 m/s ² have been recorded at axle box levels for long periods during run. Vibrations during wheel slips are of even higher magnitude.		
	8	Wind speed	High wind speed in certain areas, with wind pressure reaching 200kg/m ² .		
3.2.2	The engine shall be able to negotiate water logged tracks at 10 kmph, with water level of 102 mm above the rail top, for which the equipment shall be suitably designed.			Supplier to confirm	
3.2.3	The engine and its assemblies/accessories shall be designed and manufactured to give satisfactory performance in the tropical climate, having very dry & dusty regions in arid zones of the country, to humid coastal areas and extreme cold climate of the northern region.			Supplier to confirm	
3.2.4	In addition to above the Engine & Accessories has to be complied with climatic condition as per ICF spec no. ICF/MD/SPEC/349, CS – 01, REV.01 dt. 09.07.2020			Supplier to confirm	
3.3	TECHNICAL REQUIREMENTS OF ENGINE:				
3.3.1	The different speeds of the engine from idle to maximum speed and the corresponding power developed should be so selected that the number of speeds and power levels chosen should not be less than 8 (herein after referred to as notch positions) in addition to the idle position. The performance of the engine shall be optimum in each notch position in addition to being able to meet the traction load and demand by the auxiliaries. The power at each notch should not be inferior to as mentioned below:			Supplier to confirm	

	NOTCH	SPEED (RPM)	Power (HP)		
	Idle	700	54		
	1	700	54		
	2	1000	81		
	3	1200	142		
	4	1300	180		
	5	1400	242		
	6	1500	292		
	7	1650	325		
	8	1800	340		
3.3.2	<p>One Under-slung naturally aspirated, turbo-charged and after cooled diesel engines of proven design of Cummins make NTA 855R or similar other reputed make suitable for 8-Wheeler KMMC, complete with all accessories, suitable for traction service under the climatic and operating conditions obtained in India, shall be provided.</p> <p>The continuous traction rating of the engine shall be 340 hp (approx.) or higher at 1800 rpm after due de-rating for environmental temperature of 55⁰ C. It shall be battery started. Specific Fuel Consumption (SFC) shall be low. Robust construction, low maintenance and satisfactory record of past performance are of paramount importance. Supplier shall furnish full particulars of the engine with the offer. Adequate allowance shall be made in the power of the diesel engine for the de-rating under most adverse climatic conditions stated in Clause-3.2 of this specification.</p>			Supplier to confirm and provide.	
3.3.3	The supplier shall indicate the total horse power required for the auxiliaries with the break up power for each of the auxiliary machines at rated output.			Supplier to confirm and provide values.	
3.3.4	The supplier shall indicate the net horse power available for input to traction under the conditions mentioned under Clause-3.2 of this specification.			Supplier to confirm and provide values.	
3.3.5	The idling speed of the diesel engine shall be such so as to match the requirement of various auxiliary machines driven by the engine.			Supplier to confirm	
3.3.6	The mounting arrangement for Power pack will be provided by ICF as per ICF Drg.No. DETC/US (231) -1-1-022 (Latest). The supplier has to ensure interfacing of power pack as per this drawing. Any modification required in ICF provided underframe shall be in engine suppliers scope.			Supplier to confirm	

3.3.7	The diesel engine shall work satisfactorily with fuel oil to Indian Standard Specification no.1460-grade A, but shall also be able to function in a trouble free manner even with Grade B fuel oil to the same specification.	Supplier to confirm	
3.3.8	The engine shall be provided with suitable end on mounting arrangement to SAE-0 dimensions for coupling with and driving the traction alternator (if any extra adapter plate is required for compatibility, the same shall be provided by supplier). The mounting and coupling arrangement shall be of adequate capacity to withstand high deflection and torque (at starting, stopping and due to misfiring of cylinders) so that no damage is caused to the alternator and engine components in service.	Supplier to confirm	
3.3.9	The drive gear for driving compressor, electric/hydraulic fan drive for the radiator shall also be in the scope of supplier.	Supplier to confirm	
3.3.10	Detailed torsional vibration analysis of the complete system under normal engine working as well as under conditions of one cylinder misfiring for the complete operating range including 10% over speed shall be furnished.	Supplier to confirm.	
3.3.11	Air inlet to the engine shall be from inside the KMMC Car with proper ducting arrangement from the filters.	Supplier to confirm	
3.3.12	Piping from the air cleaner to the turbo-driven air handling unit shall be in the supplier's scope of supply.	Supplier to confirm	
3.3.13	The exhaust pipe shall not leave carbon soot on important assemblies like traction motors, axle drive etc. The exhaust pipe shall be taken horizontally and located under floor avoiding the position near footsteps of the vehicle with adequate insulation to withstand 700°C and to avoid accidental touch.	Supplier to confirm	
3.3.14	Filters shall be of adequate air flow capacity/filtering efficiency to ensure satisfactory performance under dusty environment.	Supplier to confirm	
3.3.15	The supplier shall submit graphs showing the BMEP/engine output torque and SFC at all notch positions from idling speed to rated speed along with offer.	Supplier to confirm and provide.	
3.3.16	Lube oil consumption at rated output as a percentage of the fuel oil consumption should also be indicated.	Supplier to confirm and provide.	
3.3.17	The supplier shall furnish along with offer, a copy of the Type Test report of the engine by a statutory body in support of their claim regarding performance, reliability and specific fuel consumption. The engine has to be already type tested/approved by ICF/Indian Railways and found satisfactory. Routine test report	Supplier to confirm	

	is to be submitted for all the engines by the firm to the BHEL. ICF/RDSO may like to conduct acceptance test, if required.		
3.3.18	The noise level in the driver's cabin with the doors and windows in closed condition shall be less than 75 db (A) and in the inside of the KMMC Car shall not exceed 80 db (A) at maximum output and speed of the engine. Engine manufacturer (OEM) shall take necessary action to maintain this noise level.	Supplier to confirm	.
3.3.19	The exhaust emission shall be below the limit laid down in UIC/ORE no. B13/RP22/E Clause-4 of the entire engine range of operation from idle to full power and shall be measured as per UIC/ORE/B13/RP21E. The exhaust opacity shall not exceed 20 as measured by Hartridge smoke Meter, under all conditions including acceleration of the engine. A suitable catalytic converter shall be connected in exhaust pipe to limit the emission.	Supplier to confirm	
3.3.20	<p>The supplier shall supply the complete system including engine starter and battery chargers. Batteries shall be of following ratings:</p> <ul style="list-style-type: none"> i) 24 V, 500Ah VRLA batteries of RDSO's approved make for Engine cranking. ii) Maximum Cranking current 800A. iii) Cranking cycle consists of following sequence: 1st start : 15 seconds 'on' and 10 seconds off 2nd start : 15 seconds 'on' and 10 seconds 'off' start : 15 seconds 'on' and 10 seconds 'off' 3 cranking cycles can be performed with time Interval of 2 minutes between the cycles. Next set of cranking cycle can be followed after time interval of 10 minutes. <p>Note:- Battery is not in supplier's scope, only charger to be provided. External 24V DC Battery charger shall confirm to specification No. ICF/ELEC/848 (latest).</p>	Supplier to confirm	
3.3.21	<p>Suitable anti-vibration mountings for the engine, alternator and compressor shall be used.</p> <p>The anti-vibration mountings (AVMs) shall be of approved make. The type and number of AVMs offered shall be specified. To meet the vibration limit, any increased numbers if required shall be to the supplier account. The deflection characteristics of the AVMs shall be submitted.</p>	Supplier to confirm and provide.	

3.3.22	RDSO/ Indian Railways approved Drawings for the suspension brackets used in KMMC shall be submitted to BHEL by the supplier.	Supplier to confirm and provide.	
3.3.23	All threaded fasteners shall be of RDSO approved make.	Supplier to confirm	
3.3.24	The engine manufacturer shall provide necessary safety devices to protect the engine against hot engine, low lube oil pressure, engine over speed and low water levels etc. two high water temperature thermostats with 5 ⁰ C difference in setting shall be provided.	Supplier to confirm	
3.3.25	List of all accessories that are offered with the diesel engine, clearly indicating those mounted on the engine and those supplied loose shall be furnished by the supplier.	Supplier to confirm and provide the list.	
3.3.26	Electrically operated gauges for the various indication requirements and fault indication lamps shall be provided in each driving cab.	Supplier to confirm	
3.3.27	The stopping of the engine shall be by de-energizing a fuel solenoid valve.		
3.3.28	The initial fill of lube oil for the engine as recommended by the engine manufacturer shall be in scope of supplier.	Supplier to confirm	
3.3.29	The supplier shall submit along with the offer, complete engine data as per Annexure -I, as applicable to the engine offered.	Supplier to confirm and provide.	
3.3.30	Cooling Equipment		
3.3.30.1	The cooling equipment shall be guaranteed to work efficiently under the climatic conditions specified in clause-3.2 of this specification. The radiator and fan shall be of adequate capacity with 30% choked condition of the radiator used. Air flow required for the radiator fan shall be at least 15% more than that actually required to make up for any reduction in air flow due to train movement. The limiting ambient capability of cooling system shall be minimum 55 ⁰ C with 30% choked condition.	Supplier to confirm	
3.3.30.2	The complete technical details of the radiator and its fan shall be furnished.	Supplier to confirm and provide.	
3.3.30.3	Cooling equipment (i.e roof mounted radiator, hydraulic tank, hydraulic oil cooler and water pipes) shall be provided. The radiator will take care of the cooling requirements of the engines and the hydraulic cooler.	Supplier to confirm	
3.3.30.4	The maximum operating water temperature shall normally not exceed 95 ⁰ C. There should be provision of alarm and shut off at higher temperature.	Supplier to confirm	

3.3.30.5	The radiator shall be roof mounted with proven electric fan drive system or hydraulic fan drive arrangement which shall have thermostatic control to regulate the fan speed depending upon the water temperature. Complete technical details of the radiator and its fan & drive for ACSPIC should be already furnished & approved by to ICF/RDSO/ Indian Railway Production unit copy of approval to be submitted to BHEL.	Supplier to confirm and provide the details.	
3.3.30.6	Suitable water raising apparatus, using mono block pumps for topping up the water in the radiator shall be in the scope of supply of engine supplier. A stainless steel tank for the radiator of not less than 100 liters capacity shall also be provided.	Supplier to confirm	
3.3.30.7	The installation drawings of the radiator and fan with details of fan drive shall be provided by the supplier.	Supplier to confirm and provide.	
3.3.30.8	Cooling Proving trials for KMMC should be carried out in a test bed at the firm's premises (OEM) to prove the adequacy of the cooling system comprising of radiator and hydraulic oil cooler for the prototype in the presence of ICF/RDSO/ Indian Railway Production unit representative. ICF/RDSO/ Indian Railway Production unit approved procedure & test report of such testing shall be submitted to BHEL for forwarding to ICF.	Supplier to confirm & provide	
3.3.30.9	The following calculations in support of offered cooling system shall be submitted with the offer: <ul style="list-style-type: none"> • Cooling requirement for all sources of heat (with break up) • Heat dissipation characteristics of the radiator and its resistance characteristics • Radiator fan characteristics showing the air flow vs total heat at different speeds. • Cooling system-matching calculations. • Schematic cooling circuit diagram showing water, oil and air flow through each equipment. 	Supplier to confirm and provide.	
3.3.30.10	The supplier shall submit ICF/RDSO/Railways Production unit approved drawing for mounting details of radiator assembly, fan drive arrangement to BHEL and ensure that these fit completely within the overall dimensions of KMMC car.	Supplier to confirm & provide	

3.3.31	<p>Compressor: Engine driven air-cooled compressor of adequate capacity and complete with all accessory suitable for continuous operation at a nominal maximum pressure of 8 kg/sq.cm shall be offered. The compressor should be preferably directly coupled to the Engine. If the same is not possible due to space constraints, the same shall be belt driven and this aspect shall be decided at design approval stage. The capacity of the air compressor shall not be less than 10 cfm at engine low idling speed. The essential accessories as under shall also be in the supplier's scope of supply:</p> <p>i) Suitable after cooler. ii) The compressor shall be provided with suitable governor to cut in and cut out at 7 kg/cm² and 8 kg/cm² respectively and a safety valve set at 8.5kg/cm².</p> <p>Note: i) The compressor capacity and expected power consumption shall be specified at low idle and max operating speed of the engine. ii) The compressor offered shall be of proven capability in Railway Rolling stock application.</p>	Supplier to confirm.	
3.3.32	Engine Control		
3.3.32.1	The engine control system should return the engine to idling (No traction load) position in case of emergency brake application or on receipt of traction cutoff command from KAVACH system.	Supplier to confirm	
3.3.32.2	Electronic/Computer based Governing system for engine control (LCC/CLCC/Wood-ward Governor) as well as main traction alternator excitation control shall be provided by engine supplier. Traction shall be prohibited on receipt of traction cutoff command from KAVACH system. Offer for electronically controlled using suitable and proven ECUs are also acceptable.	Supplier to confirm	
3.3.32.3	Supplier shall indicate notch wise speed and power of the engine offered.	Supplier to confirm and provide(ref. clause 3.3.1)	
3.3.33	Instruments and Safety Devices:		
3.3.33.1	The following instruments & safety devices shall be part of supply for safe and satisfactory operation of the KMMC Car. The equipment and controls shall be arranged in both the driving cabs of the KMMC Car so that the car can be worked from any one of the driving cabs. Interlocks shall be provided such that KMMC	Supplier to confirm	

	Car can be operated from one cab only at a time. The driver should be able to start or shut down the engine from his cab.		
3.3.33.2	Switches, meters and gauges: <ol style="list-style-type: none"> i. Engine starting switch/ push buttons ii. Lube Oil pressure gauge iii. Lube oil temperature gauge iv. Cooling water temperature gauge v. Battery charge/ discharge ammeter for 24 V battery. vi. Engine hour meter and engine speed indicators vii. Engine stop switch/push buttons viii. Low cooling water level indicators ix. Over speed devices x. Emergency stop for engine by Emergency OFF Push button 	Supplier to confirm	
3.3.33.3	Safety Devices: The following safety devices, inter alia, shall be provided: <ol style="list-style-type: none"> a) Water temperature too high- Transmission cut off and engine returned to idle. However, driver shall be able to raise the engine speed during the operation of the hot water temperature switch. b) Low lube oil pressure - Power to transmission cut-off and engine shut down. c) Engine over speed - Power to transmission cut-off and engine shut down d) Radiator water level low - Power to transmission cut-off and engine shut down. e) Low Hydraulic oil level - Power to transmission cut-off and engine to shut down 	Supplier to confirm	
3.3.33.4	Visual signals: The following visual signals or reference panel lights shall be provided in the cab for operation of the inspection OHE Car: <ol style="list-style-type: none"> i) Low lubricating oil pressure ii) Lube oil temperature too high iii) Radiator water temperature too high (HCWT) iv) Engine ON v) Engine shut-down vi) Starter battery charging Gen failure indication vii) Alternator Excitation ON viii) Engine Trip 	Supplier to confirm for necessary inputs	
3.3.33.5	Underframe and Equipment room cable routing, duct/tray arrangement, clamps, flexible securing arrangement conduit in the scope of engine supplier shall be of	Supplier to confirm	

	PA6 material HL-2 compliant. Earthing lugs and SS hardware, earthing cable, associated accessories etc for safety and functioning of engine & accessories shall be in engine supplier scope. Reference drg. nos. 960-7-1-001 Col-I (latest) and 800-7-2-005 (latest).		
4.0	COMPLIANCE WITH NATIONAL / INTERNATIONAL STANDARD:		
4.1	Diesel Engine & Accessories shall comply with relevant standard as mentioned in this specification.	Supplier to confirm	
5.0	TOOLS & TESTING KIT:		
5.1	The supplier shall supply testing equipment with each engine required for ensuring optimum performance and trouble-free service of the equipment & accessories provided with engine. The cost of testing equipment shall be quoted separately.	Supplier to confirm	
5.2	The supplier shall also offer separately special jigs, tools and instruments, which shall essentially be required for maintenance of engine and shall demonstrate to the IR, the satisfactory functioning of the tools, jigs & instruments supplied by him. The specification of testing equipment's shall be provided by supplier.	Supplier to confirm	
6.0	SERVICE NETWORK:		
6.1	The supplier shall provide and ensure servicing facilities anywhere in India throughout the warranty period. After the warranty period is over he shall, on call, give service support for troubleshooting and for obtaining spares parts. A well designed and informative electronic portal for lodging of complains and action taken by supplier shall made operative before dispatch of first prototype vehicle (KMMC).	Supplier to confirm and provide detailed network information.	
6.2	In the Indian Railway Production unit/work shop anywhere in India where KMMC will be manufactured with the offered engine, supplier team has to be posted for installation, commissioning and technical support.	Supplier to confirm	
7.0	ASSEMBLY AND INSTALLATION & COMMISSIONING (I&C):		
7.1	Assembly and Alignment of Power pack at BHEL premises:		
7.1.1	Assembly and alignment of power pack (Engine and BHEL supplied Traction Alternator) shall be done by engine supplier at BHEL premises. Alternator with flex plate shall be supplied by BHEL.	Supplier to confirm	

7.1.2	Suitable skid, hardware and any other item required for assembly and alignment of power pack shall be supplied by supplier.	Supplier to confirm	
7.2	Installation & Commissioning		
7.2.1	Installation and commissioning of complete power pack (engine & traction alternator assembled), engine accessories, piping etc. required for successful operation of power pack on a shell provided by Indian Railways at their premises (anywhere in India) shall be in suppliers scope. Note:- All hardware will be in supplier scope and Railway/RDSO approved make. Any mounting bracket, support structure required (in any) shall be in supplier scope.	Supplier to confirm	
7.2.2	Pre-commissioning Tests at ICF Chennai/Railway Production Units: Supplier shall list the tests that are to be carried out on the supplied equipment after it has been mounted on the KMMC at ICF, Chennai or maintenance shed/workshop of IR or at any other manufacturer's premises. The commissioning protocol, instrumentation and tolerance shall be furnished. The supplier shall be responsible for commissioning of Complete powerpack (Engine and Traction Alternator), Engine Accessories, piping etc on prototypes and all series production of KMMC and also train staff of ICF/maintenance shed/workshop/any other manufacturer's works where the electrics supplied as per this specification shall be equipped in KMMC coaches in carrying out the tests. ICF or maintenance shed/workshop of IR or any other manufacturer's works shall provide qualified staff for carrying out above tests.	Supplier to confirm	
7.2.3	Commissioning of KMMC in user Railway Each powerpack (Engine and Traction Alternator), Engine Accessories, piping etc of KMMC car shall be commissioned in user Railways by the supplier staff before putting into commercial service. The supplier will commission two prototype KMMC and all series production of coaches. The supplier shall furnish Commissioning protocol for the supplied equipment and the system which shall also include the following: (i) Confirming satisfactory functioning of the all system. (ii) Test run in for about 1500 km over 3 days to confirm specified operating parameters such as acceleration, deceleration. (iii) Rectification replacement of any malfunctioning equipment. (iv) Check of all safety related items.	Supplier to confirm	

	Engine & Accessories shall be considered as commissioned after test running for about 1500 km or 3 days to confirm operating parameters. If any problem is faced in the engine & Accessories during these tests, the supplier shall promptly rectify such problem.		
7.2.4	Radiator loading and fixing on KMMC shell (including unpacking, minor rework/grinding if any) shall be in supplier's scope.	Supplier to confirm	
7.2.5	Installation of pipeline supplied with engine i.e. hydraulic, coolant etc shall be in supplier's scope.	Supplier to confirm	
7.2.6	Battery charger loading and fixing (including unpacking, minor rework/grinding if any) shall be in supplier's scope	Supplier to confirm	
7.2.7	Wiring termination of Engine gauges, meters and for offered governing system for engine control shall be in supplier's scope.	Supplier to confirm	
7.2.8	Cranking preparation and cranking of diesel engine, hydraulic pressure setting and safety checks of engine related items shall be in supplier's scope.	Supplier to confirm	
7.2.9	Internal and External Load test & Engine commissioning including setting of offered governing system for engine control shall be jointly done by BHEL and engine supplier. (However, engine supplier to do the setting of offered governing system for engine control and attend the engine related issues if any).	Supplier to confirm.	
7.2.10	Hydraulic performance, Engine starting and setting of MR governor, safety valve etc. shall be done by engine supplier.	Supplier to confirm	
7.2.11	Engine supplier will provide load test report and attend engine related issues during movement test and attend all despatch points related to Engine scope of supply.	Supplier to confirm	
7.2.12	The supplier shall depute engineer for the commissioning and successful operation of engine in KMMC after receipt at ultimate destination i.e. at end user within a week time on intimation from BHEL/Railways. He shall also carry out joint check of the receipt of components regarding short shipment or transit damages.	Supplier to confirm	
7.2.13	The supplier shall ensure commissioning of the car within 30 days from the date of intimation by the end user.	Supplier to confirm	
7.2.14	The performance of Engine shall be demonstrated by the supplier after its successful commissioning at the consignee's works.	Supplier to confirm	
7.2.15	It is responsibility of the supplier to obtain commissioning completion certificate report in association with BHEL & Railway staff from relevant loco sheds and submit it to BHEL.	Supplier to confirm	
8.0	INSPECTION AND TESTING:		

8.1	<p>Test on Diesel Engine: Type /Routine test procedure has to be ICF/RDSO/ Indian Railway Production unit approved. Followings points should be included in test procedure: i) Type, Routine and acceptance tests on the Diesel Engine should be performed in accordance with International Union of Railway Code No. UIC 623-OR with latest Edition. Para nos 4.3.2, 4.3.3, 4.3.5 of UIC-623-2 OR should be followed for test on Diesel Engine. ii) The type test should comprise of 12 hours running of engine with Load Cycle 100%, 110%, 75% and 50%. iii) At the end of run, the parameters like high idle rpm, low idle rpm and lube oil pressure at high and low idle rpm should be recorded. iv) The Oil consumption test and Exhaust smoke should be measured in accordance with BS standards. v) All the performance parameters should be recorded measured in accordance with UIC 623 – OR with latest edition vi) The ICF/RDSO/Indian Railway Production unit approved type test/routine test schedule and Type test report (witnessed by ICF) shall be submitted to BHEL for onward submission to ICF.</p>	Supplier to confirm	
8.2	<p>Test on Power pack: The type test procedure for prototype power pack (engine plus alternator) testing shall be submitted and got approved from ICF/RDSO/ Indian Railway Production unit. Type testing of prototype power pack shall be carried out in the presence of ICF/RDSO/BHEL/ Indian Railway Production unit representative. If already type testing is done for the power pack, routine/acceptance tests shall be done in the presence of ICF/RDSO/BHEL/ Indian Railway Production unit representative after getting the procedure approved from ICF/RDSO/ Indian Railway Production unit by the supplier. Note: i. The excitation system adopted shall be explained in detail giving all relevant characteristics for different notch positions of the engine and their matching with engine characteristics. ii. Any special item (for e.g. Screened cables, harness, data cable, multicore cable, plug socket etc) required for any signal/ control feed between engine, alternator and electronic governor, control panel etc shall be in the scope of supplier.</p>	Supplier to confirm	

9.0	APPROVALS FOR DESPATCH CLEARANCE:		
9.1	Material as per BHEL specification clause no. 2.1 and 2.2 shall be dispatched from supplier works only after dispatch clearance from BHEL.	Supplier to confirm	
10.0	MARKING:		
10.1	Proper marking shall be provided in Engine and wherever required indicating technical details, supplier name, year of manufacturing, serial number etc.	Supplier to confirm	
11.0	DOCUMENTATION:		
11.1	Prints		
11.1.1	Three sets ICF / Indian Railways approved drawings of all component and electrical drawings in hard copies and soft copies in Auto-CAD/3D format shall be submitted to BHEL for onward submission to ICF.	Supplier to confirm	
11.1.2	Each set of tracings shall form a complete set of working drawings, the first sheet being the index and the following sheets being arranged properly to show the various assemblies, sub- assemblies and components of complete works in the following sequence:- (a) Diagram sheets show the overall dimensions of the equipment, weights and the relation of overall dimensions to the space in the car. (b) Lists of all parts grouped in to major assembly with details of numbers per set, weight, specification material and drawing reference against each item. (c) General arrangement drawings of complete equipment sets. Diagram of lubrication points indication type of lubricant. Sub-assembly arrangement, drawing in proper and logical sequence. (d) Detailed drawings:- On detailed drawing sheets, each part shall be identified by an alphabetic letter and the list of all parts forming the sub-assembly shall be tabulated just above the title block on the same sheet giving details against each alphabetic letter.	Supplier to confirm	
11.2	Service manual and spare parts catalogues:		

11.2.1	Detailed Maintenance & Service Manuals including the manual for trouble shooting & operational requirement, spare parts catalogues for the driver and maintenance staff for Engine & Accessories of the KMMC car shall be prepared and three copies supplied free of charge per KMMC to BHEL for onward submission to consignee before printing the final version of the manual.	Supplier to confirm										
11.2.2	Three copies per KMMC cars of Spare Parts Catalogues & list of must change items with periodicity & sources of supply shall also be supplied to BHEL for onward submission to consignee.	Supplier to confirm										
11.2.3	In addition, three sets of hardcopy and softcopy of the Maintenance/Service and troubleshooting manual shall be supplied to BHEL for onward submission to ICF.	Supplier to confirm										
12.0	TRAINING:											
12.1	<p>The supplier shall arrange to provide training to at least 05 personnel (maintenance and operation staff) of each division of that Zonal railway for minimum 03 days at their work's premise & at theirs place each. The training material shall be supplied as per following table:</p> <table border="1"> <thead> <tr> <th>SL No.</th> <th>Tool description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Training material including operating manual, complete schematics, maintenance manuals, details and ratings of all equipment, trouble shooting directory, list of recommended spares both soft and hard copies</td> <td>i) 2 sets of hard copies properly bounded. ii) soft copy in USB</td> </tr> <tr> <td>2</td> <td>PPT of Engine & Accessories of complete KMMC system and display boards depicting schematics and equipment ratings. The size of the display boards shall be mutually decided between user Railway, BHEL and the Engine Supplier KMMC Electric supplier.</td> <td>2 Sets</td> </tr> </tbody> </table>	SL No.	Tool description	Quantity	1	Training material including operating manual, complete schematics, maintenance manuals, details and ratings of all equipment, trouble shooting directory, list of recommended spares both soft and hard copies	i) 2 sets of hard copies properly bounded. ii) soft copy in USB	2	PPT of Engine & Accessories of complete KMMC system and display boards depicting schematics and equipment ratings. The size of the display boards shall be mutually decided between user Railway, BHEL and the Engine Supplier KMMC Electric supplier.	2 Sets	Supplier to confirm.	
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2	PPT of Engine & Accessories of complete KMMC system and display boards depicting schematics and equipment ratings. The size of the display boards shall be mutually decided between user Railway, BHEL and the Engine Supplier KMMC Electric supplier.	2 Sets										

12.2	The cost of training shall be included in the price of Engine & Accessories of KMMC. The charges for travel, boarding and lodging of trainees shall be borne by the Railways.	Supplier to confirm.	
12.3	Technical experts of the manufacturer during commissioning of OHE car shall also adequately train operators/ maintenance staff nominated by the consignee.	Supplier to confirm.	
13.0	SPARES:		
13.1	Supplier shall offer list of unit exchange spares, mandatory spares, maintenance and consumable spares each separately. However, final decision to buy the spares will rest with the BHEL/Railway.	Supplier to confirm	
13.2	The prices for these spares shall be quoted separately. The prices shall not be used for tender evaluation purpose.	Supplier to confirm	
13.3	The supplier shall be responsible to ensure subsequent availability of the spare parts for the normal life of the equipment.	Supplier to confirm	
13.4	In case the commissioning of Engine at ICF/Site/Railway Production Unit is delayed due to reason beyond our control, filter/ Oil etc. change needs to be done as per Engine supplier's standard procedure. Supplier shall quote composite price (spares, Oil etc. + services at site with list of spares & consumable required & periodicity). This price shall be for reference purpose only and shall not be considered for tender evaluation.	Supplier to confirm	
14.0	WARRANTY/GUARANTEE:		
14.1	The supplier shall, at his (their) expense, replace any part of the equipment failing or proving unsatisfactory in service and attributed to defective/ faulty design, defective material or bad workmanship, within a period of 30 months from date of delivery of the followings at Railway Production Unit: <ol style="list-style-type: none"> 1. Complete Assembled Powerpack (Engine plus alternator). 2. Engine Accessories. 3. Installation & Commissioning of above. <p>The period of warranty shall stand extended by the duration for which the device remains inoperative under exercise of this clause. Further, should any design modification be made in the equipment as a result of defect/fault/shortcomings in the original design, the period of 30 months would commence from the modified part is commissioned into service.</p>	Supplier to confirm	

	Note: Date of commissioning for warranty purpose shall be considered as the date of signing of commissioning report of KMMC by the User Railway representative.		
15.0	INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS:		
15.1	<p>UNDERTAKING BY EQUIPMENT MANUFACTURE: All respondents shall provide a signed copy of the undertaking on “INFRINGEMENT OF PATENT RIGHTS”. The undertaking shall be as under: <i>Indian Railways shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of similar components in the design & development of this item and any other factor not mentioned herein which may cause such a dispute. The entire responsibility to settle any such disputes/ matters lies with the OEM/ supplier.</i> <i>Details/ design/documents given by them are not infringing any IPR and responsible in absolute and full measure instead of railways for any such violations. Data, specifications and other IP as generated out of interaction with railways shall not be unilaterally used without the consent of RDSO and right of Railways/RDSO on such IP is acceptable to them.</i></p>	Supplier to confirm	
15.2	<p>DECLARATION OF CONFIDENTIALITY OF SUBMITTED DOCUMENTS BY OEM: <i>While submitting a new proposal /design, OEM must classify their documents confidentiality declaration, such as: This document and its contents are the property of M/s XYZ (name of the OEM) or its subsidiaries. This document contains confidential proprietary information. The reproduction, distribution, utilization or the communication of this document or any part thereof, without express authorization is strictly prohibited. Offenders will be held liable for the use for the payment of damages. Indian Railways/RDSO is granted right to use, copy and distribute this document for the use of inspection, operation, maintenance and repair etc.</i></p>	Supplier to confirm	
16.0	REVISION HISTORY:		

16.1						
	S.No	Rev.	Date	Reason for Revision		
	1.	00	11/04/2026	Original Issue		

ANNEXURE-I

The following details pertaining to electrical equipment shall be submitted by the tenderer :

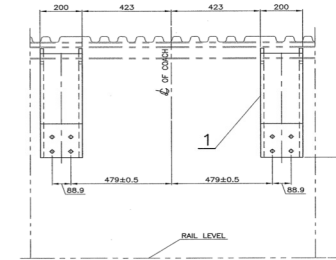
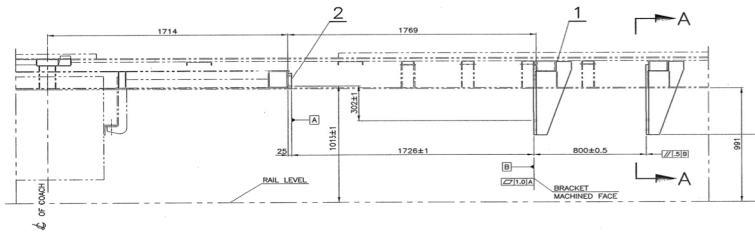
- I. Diesel Engine
 1. Exact description and model of the engine
 2. Rated output under UIC site conditions
 3. Site Conditions
 - Ambient Temperature 55 °C
 - Altitude above mean sea level 1000 m
 - Relative humidity above 40%
 4. Rated speed at continuous rating
 5. Type of cycle (two/four stroke)
 6. Method of pressure charging
 - Pressure ratio of compressor at the rated output
 - Single stage/two stage
 - No. of turbochargers used
 - Make and model of turbocharger
 7. Type of exhaust system
 - Constant pressure/pulse type/multi pulse type
 8. Method of cooling the charge air
 9. Type of combustion chamber
 10. Fuel injection equipment
 - Type of injection system
 - Diameter of pump plunger
 - Nozzle opening pressure
 - Maximum duration of injection in degrees of crank
 11. Number, arrangement and angle of cylinder.
 12. Cylinder bore
 13. Piston stroke
 14. Cubic capacity/cylinder
 15. Compression ratio
 16. Firing order
 17. Mean piston speed at rated speed
 18. Brake mean effective pressure
 19. Maximum combustion pressure at no load at minimum idling speed
 20. Compression pressure at rated output
 21. Minimum no-load idling speed – whether a low idle feature is provided on the engine
 22. Minimum no load speed under steady conditions
 23. Speed ranges which should not be used continuously
 24. Break away torque when the cooling water temperature is 5 °C

25. Minimum firing speed when the cooling water temperature is 5°C or at the lowest possible temperature of air intake air in rev/minute.
26. Torque resistance to the firing speed required to turn the engine when the cooling water temperature is 5 °C at the lowest temperature of intake air.
27. Piston
 - i.Type of Piston used – whether single piece or composite
 - ii.No. of piston rings used.
 - iii.configuration of the rings
 - iv.whether all the rings are located above the gudgeon pin
 - v.method of cooling required for the piston
 - vi.oil flow rate and temperature of oil at the piston outlet
28. Cooling system
 - i.Single/double cooling circuit
 - ii.Whether cooling system is pressurized
 - iii.Coolant temperature at outlet from the engine
 - iv.Heat absorbed by the cooling water at the rated output
 - v.Rate of flow of water
 - vi.Inter cooler coolant temperature at entry to the cooler
 - vii.Treatment recommended for water
29. Lube Oil System
 - i.Temperature of cooling oil with the indication of the point of measurement
 - ii.Maximum permissible temperature of cooling oil
 - iii.Heat absorbed by the cooling oil at rated output
 - iv.Swamp capacity
 - v.Quantity required to commission
 - vi.Brand of oil recommended
30. Consumption of lubricating oil at the rated output in litres/hour and as a percentage of fuel consumption.
31. Total capacity of lubricating oil pump (s) at the rated output speed in litres/min
32. Lubricating oil pressure at rated speed on entering the engine and at the normal operating temperature
33. Maximum pressure of charge air in the intake manifold at the rated output.
34. Maximum pressure of gases at the turbo inlet at the rated output
35. Maximum speed of the turbocharger at rated output
36. Maximum permissible speed of the turbocharger.
37. Temperature of exhaust gases at turbo inlet at the rated output under UIC and site conditions.
38. Maximum permissible temperature for which the turbocharger components have been designed
39. Heat balance of the engine
40. Weight of the engine complete with all items excluding water and lubricating oil.
41. Weight of water contained in the engine

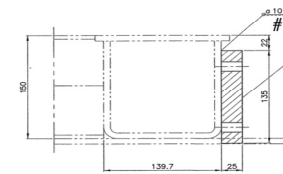
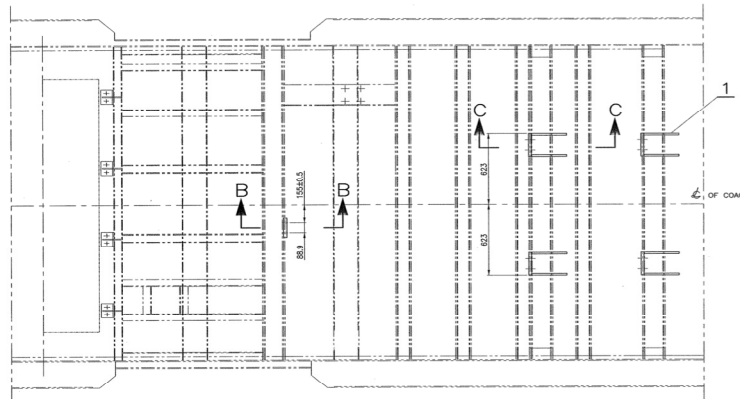
42. Weight of oil contained in the engine
43. Weight of major components to be handled during maintenance
 - i. Turbocharger
 - ii. Inlet cooler
 - iii. Crank case bare
 - iv. Crank shaft
 - v. Piston and connecting rod
 - vi. Cylinder liner
 - vii. Cylinder head
44. Specific fuel consumption with the tolerance band under UIC and site conditions – indicate the lower heating value of the fuel used in arriving at the specific fuel consumption figures
45. Fuel oil consumption at idle in litres/hour
46. Requirement of fuel specification or any other restriction on the use of fuel with different sulphur contents
47. Number of such engines used in rail traction and the period since the engines have been in service and their performance
48. Safety devices provided on the engine
 - i. Over speed
 - ii. low lube oil pressure
 - iii. overload
 - iv. high exhaust temperature
 - v. high intake temperature
 - vi. any other
49. Specification of lube oil suitable for engine
50. Method of starting
51. Governor
 - i. Make and type
 - ii. Full load speed and drop characteristics
 - iii. Torque required at the output shaft
52. Estimated period between top and major overhauls
53. periodicity of overhauling the following critical components
 - i. Turbocharger
 - ii. Piston and piston rings
 - iii. Cylinder liner
 - iv. Air and exhaust valves
 - v. Fuel pump
 - vi. Injector/Nozzle assembly
 - vii. Main bearings
 - viii. Connecting rod bearings
54. Whether the diesel engine is suitable for satisfactory sustained operation under :
 - i. Site conditions mentioned in para 2
 - ii. Dusty environment
 - iii. Frequent starting and stopping of diesel engine
 - iv. Average load factor 60%
55. Inlet and exhaust valve timings

56. Special design features of diesel engine highlighting the measures which have been taken to achieve :
- i. Low specific fuel oil consumption
 - ii. Low lubricating oil consumption
 - iii. Low idling fuel oil consumption
 - iv. High reliability
- Maximum availability
- Reduced level of thermal and mechanical loading of critical components
57. General arrangement and dimensional details.
58. Characteristic curves of diesel engine under UIC and site conditions-
- i) Curves for torque, output and specific fuel consumption expressed and guaranteed without upper tolerance for different settings of the injector pump, i.e.
 - Setting at which the engine develops the rated output at its rated speed.
 - Setting at which the engine develops $\frac{3}{4}$ of the rated output at its rated speed.
 - Setting at which the engine develops $\frac{1}{2}$ of the rated output at its rated speed.
 - Setting at which the engine develops $\frac{1}{4}$ of the rated output at its rated speed.
 - ii) The torque speed curve which the manufacturer considers to be the maximum torque that should be used for rail traction. This should cover the range from idling speed to the point corresponding to the international rated output at the rated speed.
 - iii) The curve of fuel consumption for no-load running, commencing from the minimum idling speed, expressed in litre/h

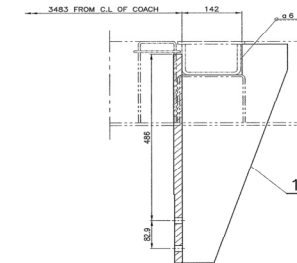
DETC/US-1-1-022



SECTION-AA



SECTION-BB

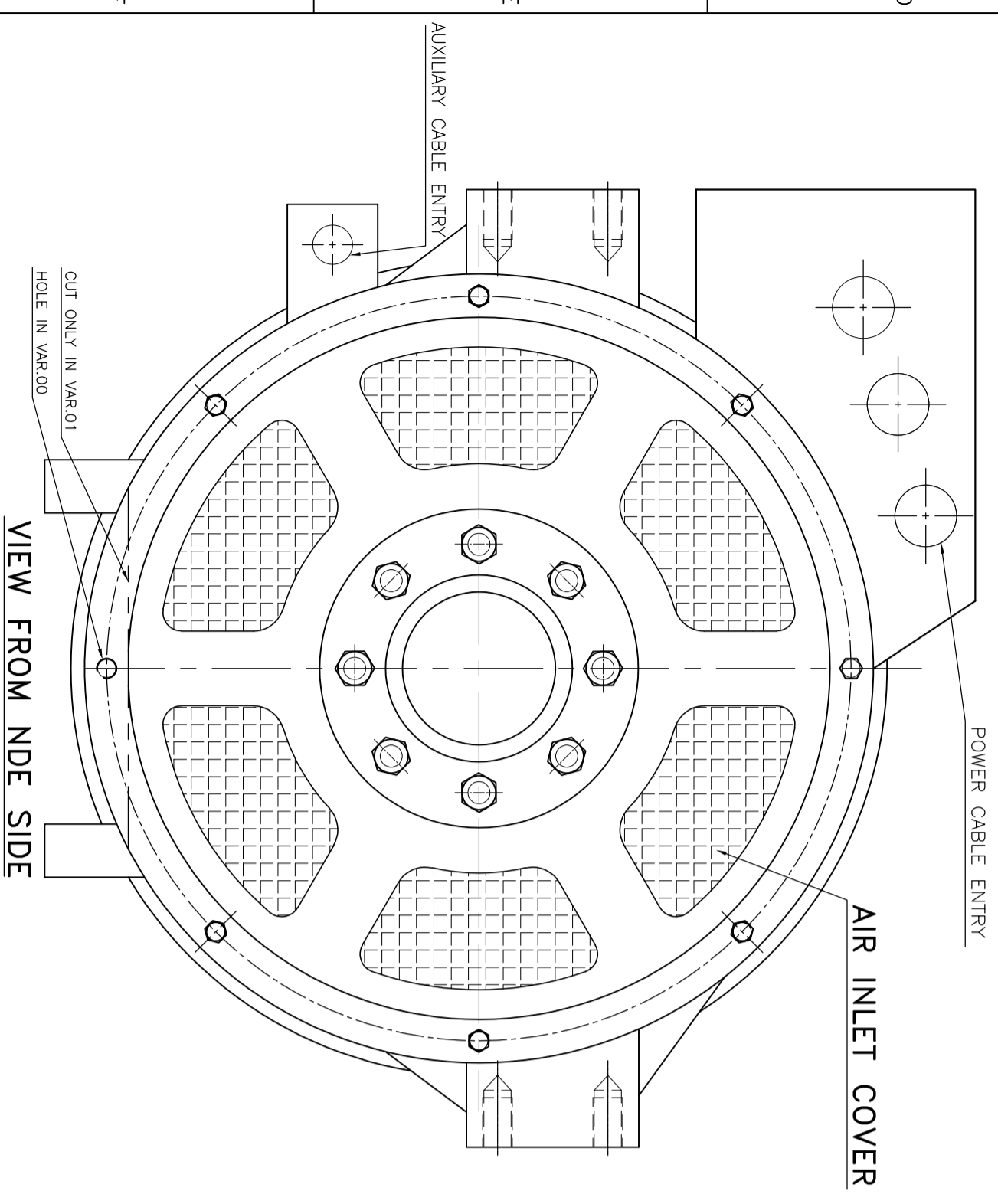
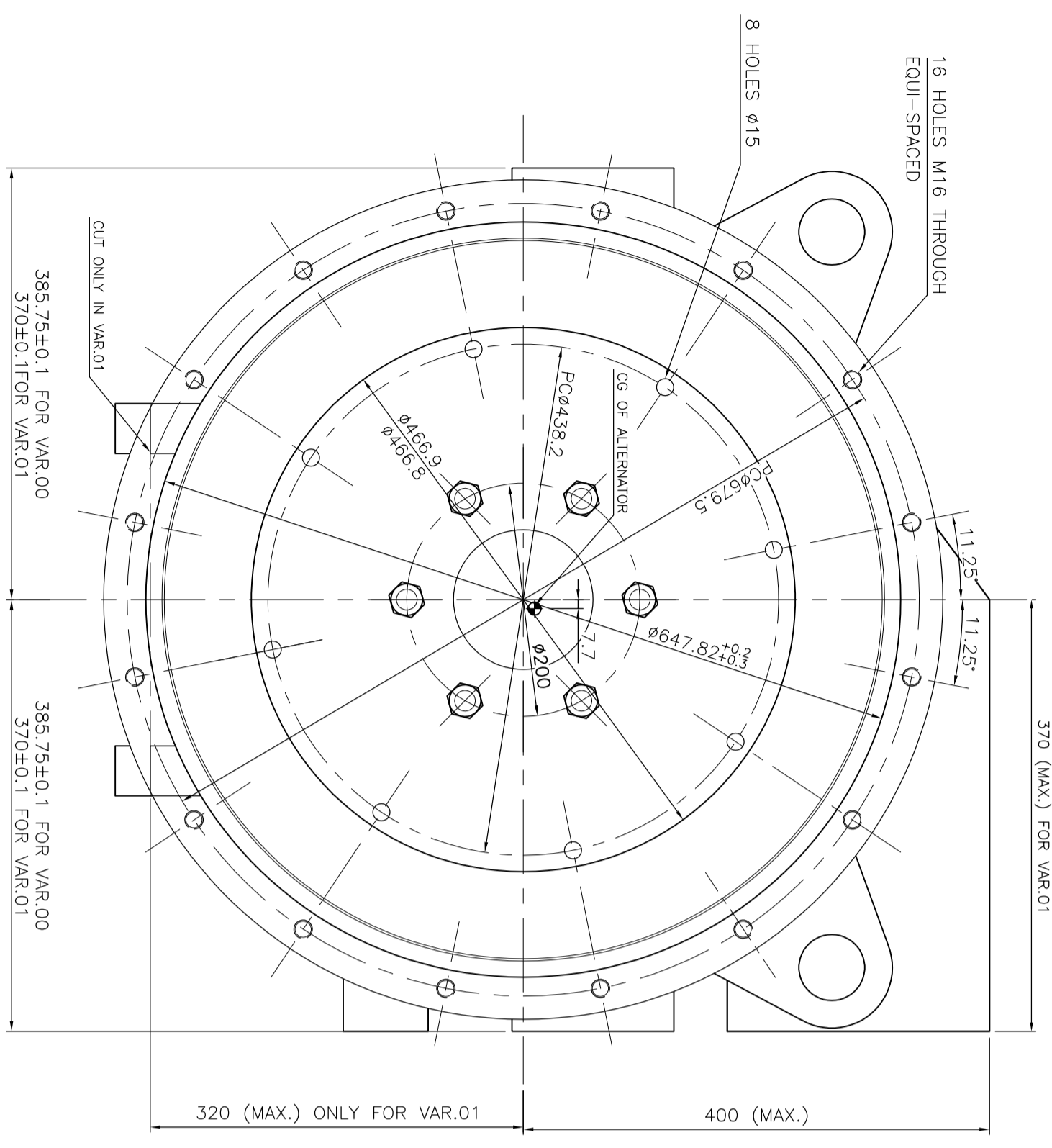


SECTION-CC

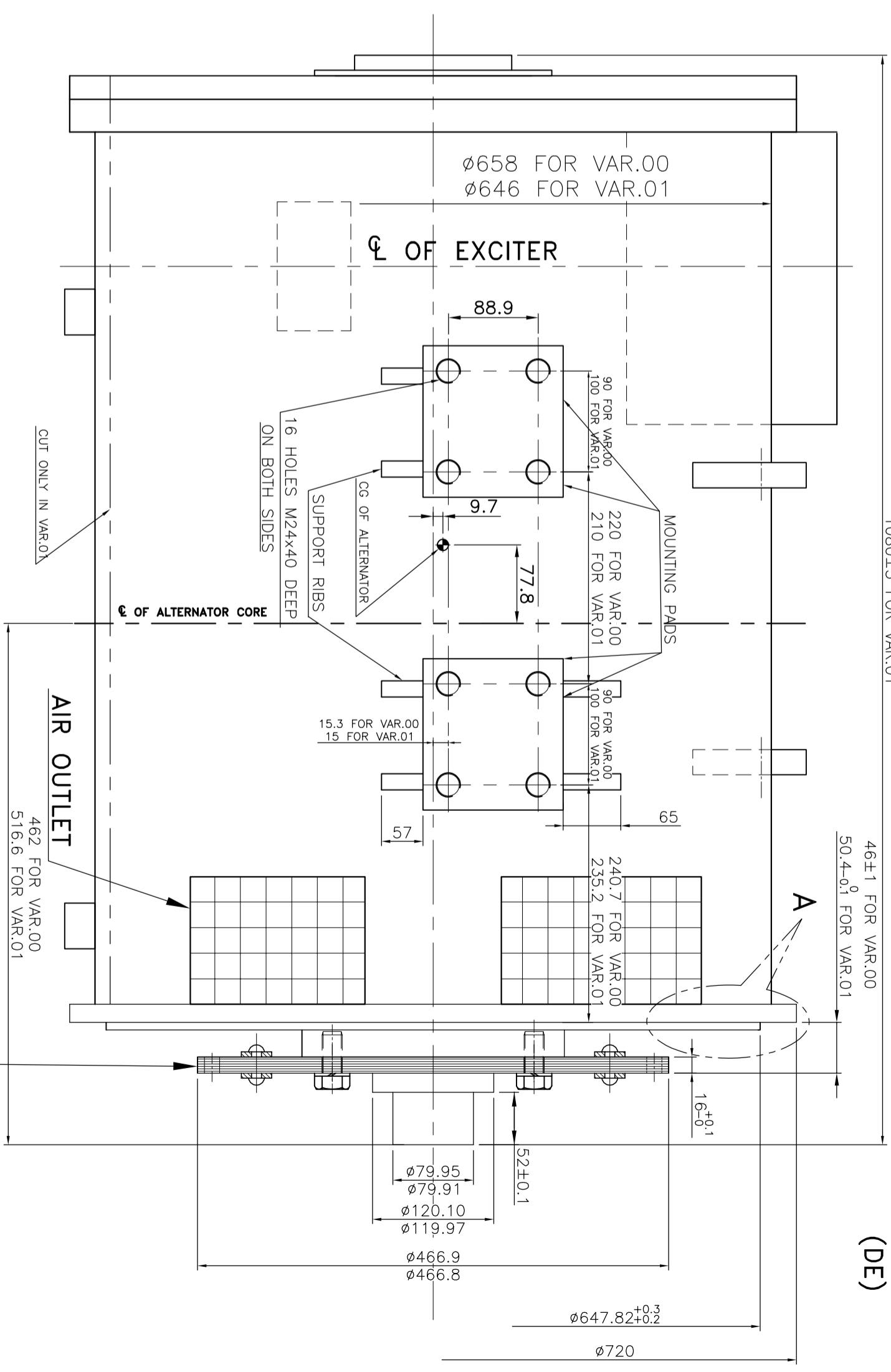
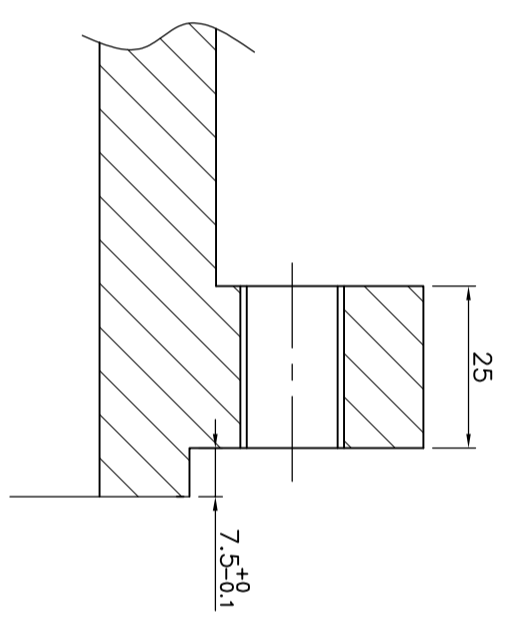
NOTE:

- 1. THE OTHER SIDE POWER PACK MOUNTING BRACKETS ARE ARRANGED BY ROTATING 180°
- # 2. WELDING SIZE SHALL BE ACHIEVED BY MULTIPLE PASSES OF WELD.

2	2	2	DETC/US-1-1-019	RES-3		
1	1	1	ASSEMBLY DRAWINGS	OC-1		
QTY		DESCRIPTION & DIMENSION	ITEM	MAT.GR.D	WEIGHT/UNIT	REMARKS
2	11	GROUP: 1-1	DETC/US-1-1-022			
ARRGT OF MOUNTING BRACKETS FOR POWER PACK ARRGT						
SCALE		ISS/DO	SUPERSEDED BY:			
1:1		1:1	CHD			
1:2.5		1:2.5	ALTD			
1:5		1:5	DON			
APPROVED		K.SETHURAMAN				
DATE		INTERNAL DESIGN FACTORY				
06-11-2017		CHENNAI-38				
DATA CODE NO.		INDIAN RAILWAY STANDARDS				
231		SHEET 1 OF 1				
DETC/US-1-1-022		FORM-PLA1-840X600				



NON DRIVING END (NDE)



DRIVING END (DE)

- NOTES:-**
1. WEIGHT OF ALTERNATOR IS 1300(±5%) KG.
 2. BHEL CAN PROVIDE ALTERNATOR OF EITHER VARIANT i.e. 00 OR 01.

		BHARAT HEAVY ELECTRICALS LTD. BHOPAL	
TRACTION ALTERNATOR FOR DETC/KMMC APPLICATION			
NAME	SIGN	DATE	
DRN A.JHARIA	<i>[Signature]</i>	11.04.26	
OKD P.TELANG	<i>[Signature]</i>	11.04.26	
APPD R.CHAUDHRY	<i>[Signature]</i>	11.04.26	
DRAWING NO. TME/SKETCH/1426 SHEET NO. 01 NO. OF SHEET 01		REV.	24
TITLE OUT LINE			00

(ALL DIMENSIONS ARE IN mm)



BP 200102C

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
GENERAL TERMS AND CONDITIONS OF ENQUIRY****TABLE OF CONTENTS**

Sl no	Description
<u>1</u>	General
<u>2</u>	General Instructions - Common for Indigenous & Foreign enquiries
<u>2.1</u>	Through eProcurement
2.2	Through tender room (Conventional tender)
2.3	Through tender room or e- Procurement
3	Delivery Term
3.1	Indigenous Purchase
3.2	Foreign Purchase — Imports
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)
5	Additional logistics information for Imports
6	Delivery Schedule & Completion date
7	Transit Insurance
8	Force Majeure
9	Penalty for Late Delivery
10	Indian Agents and Agency commission
11	Documentation:
11.1	Indigenous Purchase
11.2	Foreign Purchase — Imports
11.3	General
12	Pricing Terms
13	Price Validity
14	Taxes & Duties - Indigenous Purchase
15.	Taxes & Duties - Foreign Purchase — Imports
16	Payment Terms-
17	Inspection of Goods
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
19.1	Evaluation and Loading Criteria:
20	Variation of orders
21	Sub-contract
22	Recovery / deductions of amount from supplier
23	Safety clause for purchase orders
24	Non-Disclosure Agreement
25	Settlement of Disputes & Arbitration
26	<Intentionally Left Blank>
27	RIGHT OF REJECTION /NON- PLACEMENT OF PO:
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
29	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs)
30	Integrity Pact (IP) — Independent external monitors (IEM)
31	Fraud Prevention Policy:
32	Integrity Commitment:
33	Public Procurement (Preference to Make in India), Order 2017
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017:
35	Conflict of Interest:
36	Breach of contract, Remedies and Termination
37	Option clause:
38	NOTE:
39	Grievance Redressal Mechanism



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**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
GENERAL TERMS AND CONDITIONS OF ENQUIRY**

Sl. No.	Description
1	General:
1.1	<p>These General Terms & Conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (PO) until unless the deviations are specifically agreed by BHEL.</p> <p>In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:</p> <ol style="list-style-type: none">Amendments to Purchase Order/ Framework agreementPurchase Order/ Framework AgreementLetter of intent (LOI)/ Letter of Award (LOA)Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditionsCorrigenda to NIT, with those of later date having precedence over those of earlier dateOriginal NIT and annexures except documents listed in point no (vii) to (ix) belowTechnical specifications including their annexuresSpecial Terms and condition of Enquiry (STC)General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries
2.1	Through eProcurement <ol style="list-style-type: none">Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/appOffers in any other mode will not be accepted.Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal https://eprocurebhel.co.in/.In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal.Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity.Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	Through tender room (Conventional tender)
2.2.1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.</p>



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2.2.2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two-Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes.</p> <p>Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
2.2.3	<p>Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.</p>
2.2.4	<p>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>
2.3	Through tender room or e- Procurement
2.3.1	<p>Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.</p>
2.3.2	<p>Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.</p>
2.3.3	<p>The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.</p>
2.3.4	<p>Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.</p>
2.3.5	<p>Bid in single part or techno-commercial bid in two-part system (as the case may be) will be opened on the due date. In case of two-part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.</p>



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BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

2.3.6	<p>Whenever specified /called in special /additional /tender specific remakes of tender the Bid Security/ Earnest Money Deposit (EMD)] is to be submitted by bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p><u>Modes of deposit</u></p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p> <p>b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p><u>Forfeiture of EMD</u></p> <p>(i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p><u>Others Instructions</u></p> <p>(i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>(ii) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) EMD shall not carry any interest.</p>
2.3.7	<p>1.Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>2.Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.</p> <p>3.In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.</p>
2.3.8	<p>The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.</p>
2.3.9	<p>Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (https://supplier.bhel.in/). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)</p>
2.3.10	<p>BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</p>
2.3.11	<p>In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (https://bhel.com/tenders) and additional in https://eprocurebhel.co.in/nicgep/app for e-procurement tenders. Bidders responding to these tenders should regularly visit website(s) to keep themselves updated.</p>



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2.3.12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision in such situations shall be final and binding.
2.3.13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
2.3.14	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <i>besides BHEL taking appropriate punitive action as deemed fit.</i> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno- commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease the tender quantity in case where negotiation is being held.
3	Delivery Terms
3.1	Indigenous Purchase
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	Foreign Purchase — Imports
3.2.1	<ol style="list-style-type: none">1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers.3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT-INNSA1) & Break-bulk Cargo at Mumbai (MPT - INBOM1).4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4).5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading.7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port.8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.9. A In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years.9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.



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	<p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)
4.1	Name of the bidder's executive to deal with this tender / project
4.2	E-mail address of the contact person
4.3	Telephone no. of the contact person
4.4	Name of location from where the goods shall be offered for inspection and dispatch
5	Additional logistics information for Imports
5.1	Bid currency
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
5.4	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)
5.5	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)
5.6	Approx. distance in km. from Bidder's works to Port of Loading
6	Delivery Schedule & Completion date
6.1	<p>i. Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order. iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</p>
6.2	<p>In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.</p> <p>For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).</p>
6.3	<p>In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.</p>



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7	Transit Insurance
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
8.1	"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.
8.2	The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
8.3	If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
8.4	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
8.5	Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
8.6	BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure
9	Penalty for Late Delivery



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	<p>Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery.</p> <p>Total undelivered order value above shall be item wise, lot wise order value of PO.</p>
9.1.1	<p>Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition (STC) /Additional terms and conditions (ATC) and same shall have overriding effect on anything mentioned in instant GTC.</p> <p>Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.</p>
9.1.2	<p>However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC.</p> <p>In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision are desired with supply (Milestone delivery terms), the LD clause will be separately mentioned in particular tender /Special terms and condition (STC) /Additional terms and conditions (ATC)</p>
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	Indian Agents and Agency commission
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
10.3	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.

10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	Documentation:
11.1	<p>Indigenous Purchase</p> <p>Irrespective of the value of the invoice amount, the bidder / vendor should mandatorily upload the despatch & invoice details on BHEL SUVIDHA portal at https://savidha.bhel.in/savidha/ or https://bpl.bhel.com/mm/ prior to despatch.</p> <p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods for GST compliance:</p> <ol style="list-style-type: none"> 1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter), 2) Consignee copy of LR & 2 sets each of Packing list, 3) Test certificate, Guarantee / Warranty certificate, 4) O & M manuals (where applicable)



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- 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
- 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate
- 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure

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

*Note: All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding ₹ 5 lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. For invoices up to ₹ 5 lakhs, (inclusive of taxes), a scanned copy may be uploaded; however, submission of hard copy is mandatory if a class 3 digitally signed tax invoice is not uploaded.

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

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

<p>AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)</p>	<p>DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail: fin_fp.bpl@bhel.in</p>
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- And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at **mmfe.bpl@bhel.in**
7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at **mmfe.bpl@bhel.in** as well as at **msseabpl@bhel.in** (for Sea shipment) or **msair@bhel.in** (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

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

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

- i) **IEC (0588138690), (BHEL BHOPAL GSTIN: 23AAACB4146P1ZN)** and email ID (**mmfe.bpl@bhel.in**) of BHEL Bhopal shall be clearly mentioned on B/L or AWB.
- ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.



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	<p>iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</p> <p>iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</p> <p>v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</p> <p>vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Air shipments.</p>
11.3	General
	<ol style="list-style-type: none">1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third-Party Inspection and testing charges as called for in the NIT.
13	Price Validity:
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno-commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law. BHEL BHOPAL GSTIN: 23AAACB4146P1ZN
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder



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14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above. The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	Taxes & Duties - Foreign Purchase — Imports
15.1	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	Payment Terms-
16.1	Indigenous: 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ "Repo Rate + 4%" for the purpose of bid evaluation.
16.2	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading @ "Repo Rate + 4%", for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision are desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.
16.5	Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	Inspection of Goods
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.



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17.2	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract.</p> <p>Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>
17.3	<p>BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.</p>
17.4	<p>All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third-party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.</p>
17.5	<p>REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following:</p> <p>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>e) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p> <p style="text-align: center;">Or</p> <p>f) In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.</p>
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods



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18.1	<p>Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder.</p> <p>In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.19.</p>
19.1	Evaluation and Loading Criteria:
19.1.1	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents.</p> <p>Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.</p>
19.1.2	<p>Common Loading factors (in case of deviation quoted by bidders)</p> <p>INDIGENOUS</p> <ol style="list-style-type: none">1) Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract.2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared separately in STC/ATC of particular tenders. <p>IMPORTS</p> <ol style="list-style-type: none">1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port.2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. <p>COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"</p> <ol style="list-style-type: none">A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTCB. Loading for payment terms as per clause 16.1 of GTC
20	Variation of orders
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract



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21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
22.1	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills. c If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
23	Safety clause for purchase orders
23.1	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	Non-Disclosure Agreement
24.1	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. <u>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.</u>
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	Settlement of Disputes & Arbitration
25.1	25.1 SETTLEMENT OF DISPUTE If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 25.2



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25.2	CONCILIATION Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.in)
25.3	ARBITRATION
25.3.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 25.2 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to <i>sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract</i>
25.3.2	A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996(hereinafter referred to as the 'Notice') before referring the matter to <i>Arbitration</i> . The Notice shall be addressed to the Head of Unit, HEP Bhopal, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
25.3.3	After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitrator and that dispute shall be adjudicated in accordance with <i>Arbitration and conciliation Act 1996</i> . The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the <i>respective Head of unit</i> . The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the <i>Arbitration and conciliation Act 1996</i> . The decision of the <i>respective Head of Unit of BHEL</i> for reference of dispute to a specific <i>Arbitrator</i> for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The Arbitrator-once <i>appointed</i> at the time of invocation of dispute shall remain unchanged.
25.3.4	The fee and expenses shall be borne by the parties as per the <i>Arbitration and conciliation Act 1996</i> .
25.3.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Bhopal in the State of Madhya Pradesh,
25.3.6	Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bhopal in the State of Madhya Pradesh,
25.3.7	Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
25.3.8	The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
25.3.9	In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
25.3.10	In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 25.3.8 and 25.3.9. Disputes having cumulative value of less than 10 crores shall be



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	resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
25.3.11	<p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS- 10937 dated 14-12-2022 as amended from time to time</p>
26	< Blank >
27	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
28.1	<p>Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT, the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract. Performance security is to be submitted by the date specified in the contract. Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(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)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>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. PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.</p>
28.2	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
28.3	Wherever the contract is for supply of Goods processed on labour basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted
28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser



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28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest "Repo Rate + 4%" for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – All benefits as per Government of India guidelines shall be given to eligible bidders. MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non-submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. Note: MSME benefits shall not be given to traders, Dealers or authorised agents. It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail. As per the OM No. F. No. 1(2)(1)/2016-MA Dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non-submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).



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	In case of indivisible tender, the full quantity shall be awarded to L1.															
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.															
29.4	<p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>The deemed validity will be assessed on the date of bid opening (Part 1 in case of two-part bid). Non-submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>															
30	<p>Integrity Pact (IP) — Independent external monitors (IEM)</p> <p>For tenders in which integrity pact is applicable, following points stand valid:</p>															
30.1	<p>IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p style="text-align: center;"> Name: ----- } ----- Address: ----- } ----- As indicated in NIT / enquiry E-mail: ----- -- </p>															
30.2	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>NOTE: No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p>For all clarifications/ issues related to the tender, please contact:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">(1)</th> <th style="width: 20%;">(2)</th> </tr> </thead> <tbody> <tr> <td>Name</td> <td></td> <td></td> </tr> <tr> <td>Landline No.</td> <td></td> <td></td> </tr> <tr> <td>Mobile No.</td> <td></td> <td></td> </tr> <tr> <td>Email</td> <td></td> <td></td> </tr> </tbody> </table>		(1)	(2)	Name			Landline No.			Mobile No.			Email		
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		Dept.		
		Address		
		Fax		
31	<p>Fraud Prevention Policy : The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>			
32	<p>Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof:</p>			
32.1	<p>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.</p>			
32.2	<p>Commitment by bidder / Supplier / Contractor:</p>			
32.2.1	<ul style="list-style-type: none"> - 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. - 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 <p>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.</p>			
32.2.2	<p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.</p>			
32.2.3	<p>Preventive checks to eliminate suspected cartel formation between suppliers The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines</p> <p>Declaration by Bidders We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____ 2.0 _____ 3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">(_____) For M/s _____ Seal and Sign</p>			



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33	<p>Public Procurement (Preference to Make in India), Order 2017</p> <p>" The local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT"</p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable.</p> <p>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender in MII self-certificate/ self-declaration certificate.</p> <p>Bidder to refer the Sample format of MII self-certificate (Annexure - 1) and sample certification format of statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) (Annexure- 2).</p>
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines
34.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
34.2	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
34.3	Bidder from a country which shares a land border with India" for the purpose of this order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a county; or d. 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.
34.4	The beneficial owner for the purpose of (iii) above will be as under: 1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation – a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



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	5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
34.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.6	Model certificate for Tenders <i>"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 these regards and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."</i>
35	<p><u>Treatment of cases regarding conflict of interest:</u></p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <ol style="list-style-type: none">1) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.3) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. <p>The Bidder shall declare that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p> <p>- Duly filled, seal and signed declaration to be submitted by bidders with Part1- techno commercial offers of each tender.</p>
36	Breach of contract, Remedies and Termination
36.1	The following shall amount to breach of contract: <ol style="list-style-type: none">I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.



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	<p>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract.</p> <p>In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p>
36.2	<p><u>Remedies in case of Breach of Contract.</u></p> <p>i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) 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 no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to</p>



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	<p>Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>vii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>
37	<p>Option clause: The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</p>
38	<p>NOTE:</p> <ol style="list-style-type: none">In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / short close /modify the tender at any stage of execution.BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
39	<p><u>Grievance Redressal Mechanism</u></p> <p>To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.</p> <p>Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <ol style="list-style-type: none">First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.”

Note:

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



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Annexure 1

Format - Self Certificate for MII

CERTIFICATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19.7.24 AND SUBSEQUENT ORDER(S)

(To be provided on the Letter Head of the Entity/Firm)

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);

Bharat Heavy Electricals Limited,
Piplani, Bhopal, MP-462022

- Ref : 1) BHEL NIT/Tender Specification No:,
 2) Name of items :
 3) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ % .

The local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 Revision dated 19.7.2024 issued by DPIIT and subsequent order(s) to qualify as (Class-I/ CLASS-I I/ Non-Local supplier-fill in one which is applicable) local supplier.

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

We confirm that the following has not been considered for calculation of local content:

- Imported items sourced locally from resellers/distributors.
- The license fees/ royalties paid/ technical charges paid out of India
- Refurbishment/Repackaging/ Rebranding of imported products
- services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc.

**We confirm that since contract involves supply of multiple items, weighted average of all items has been taken while calculating the local content.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

(Signature, Name, Designation, Date, Place & Seal of
Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable

Note: For evaluation of qualification of bidder:

1. Bidder has to submit the above format, duly filled & signed by authorized signatory.
2. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.



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Annexure 2-

Format - Auditor Certificate for MII

CERTIFICATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19.7.24 AND SUBSEQUENT ORDER(S)

(To be provided on the Letter head of Auditor/PCA)

To, _____ (Write Name and Address of the bidder);

Ref : 1) BHEL NIT/Tender Specification No: _____, 2) Name of items :
3) All other pertinent issues till date

We statutory auditor of the company / cost auditor of the company / practicing cost accountant / practicing chartered accountant ** hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ %

The local content % certified above is in line with the definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 Revision dated 19.7.2024 issued by DPIIT and subsequent order(s) to qualify as (Class-I/ CLASS-I I/ Non-Local supplier-fill in one which is applicable) local supplier.
The details of the location(s) at which the local value addition is made are as follows:

We confirm that the following has not been considered for calculation of local content:

- Imported items sourced locally from resellers/distributors.
- The license fees/ royalties paid/ technical charges paid out of India
- Refurbishment/Repackaging/ Rebranding of imported products
- services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc.

**We confirm that since contract involves supply of multiple items, weighted average of all items has been taken while calculating the local content.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Auditor Details

For(Firm Name)

Name of Auditor:

**Partner/Proprietor:

Membership No. **(ICAI/ICMAI): Firm Registration

No. (FRN): Signature & Seal of Auditor UDIN:

Date:

Place:



BP 200102C

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
GENERAL TERMS AND CONDITIONS OF ENQUIRY

** - Strike out whichever is not applicable.

Note: For evaluation of qualification of bidder:

1. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
2. Certificate is required from Statutory Auditor or Cost Auditor (if the bidder is a company) or from a practicing Chartered Accountant or practicing Cost Accountant (if the bidder is other than a company) giving the percentage of local content.



BP 200102C

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
GENERAL TERMS AND CONDITIONS OF ENQUIRY**

Company Letter head

Annexure **A**

Date: {insert date}

To,
Bharat Heavy Electricals Limited
Piplani
Bhopal-462023
Madhya Pradesh
India

I/We hereby certify (for the period from* _____ to _____) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____ ("the tax treaty" for short).
4. In this regard, it is further confirmed that:
 - the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
 - the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this



BP 200102C

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
GENERAL TERMS AND CONDITIONS OF ENQUIRY**

Company Letter head

Annexure **B**

Date: {insert date}

To,
Bharat Heavy Electricals Limited
Piplani
Bhopal-462023
Madhya Pradesh
India

I/We hereby certify (for the period from * _____ to _____) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____ ("the tax treaty" for short).
And/or
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
And/or
5. the Company has agent(not of independent status) in India as stipulated in Article 5 of the tax treaty
And/or
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in _____.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For & On behalf of

{Insert name of the company}



BP 200102C

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
GENERAL TERMS AND CONDITIONS OF ENQUIRY****FORM NO. 10F**

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I, *son/daughter of Shri..... in the capacity of
(designation) do provide the following information, relevant to the previous year..... *in my case/in the case
of..... for the purposes of sub-section (5) of *section 90/section 90A:—

Sl.No	Nature of information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number



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BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

I do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day of.....

.....

Signature of the person providing the information

Place:

Notes :

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.



BP 200102C

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

CBDT Notification dtd 28.03.2023 reg Partial relaxation in r/o filing of Form 10F electronically by select category of taxpayers

Dear sir/Madam,

The relaxation provided by the CBDT reg. Online Filing of Form 10F by the Non-resident taxpayer for availing the benefit of DTAA, has expired on 30.09.2023. Therefore, on the expiry of the exemption period, the Income-tax department has now enabled a new category under 'Others' while registering on the income tax portal, i.e., 'non-residents not holding and not required to have PAN'.

Procedure for registration

- The non-resident can click on the 'Register' option on the e-filing portal, i.e., <https://www.incometax.gov.in/iec/foportal>
- Under the 'others' category, there is an option to choose 'non-residents not holding and not required to have PAN'.
- Certain basic details will need to be entered, like name, date of incorporation, tax identification number, status, and country of residence.
- The non-resident will then have to provide the details of the key person, i.e., name, date of birth, etc.
- The next step is to provide contact details, i.e., email address and mobile number, which will be verified through an OTP.
- Lastly, the non-resident will need to upload certain documents like its TRC, address proof, identification proof, and any other document if required.

Once the non-resident is registered on the portal, it can file Form 10F electronically without having to obtain a PAN in India.

In view of, It is to be ensured that while providing DTAA benefit to Non-resident, it must be ensured that e-filed Form 10F is obtained along with other documents (i.e. TRC, NO PE etc.) to avoid any additional demand, penalty, interest etc.

Manual Form 10F shall not be accepted by the I.T. Deptt. for Payment made to Non-resident on or after 01.10.2023.

Techno-Commercial Annexure

(To be filled by supplier inline with NIT requirement and submit with offer)

Tender No.		E5063002		
Description :		1) SET OF DIESEL ENGINE AND ACCESSOIRES FOR KMMC 2) ASSEMBLY AND ALIGNMENT OF 1 NOS. POWER PACK OF KMMC 3) INSTALLATION AND COMMISSIONING OF POWER PACK OF KMMC. TENDER QTY.: 35 Sets, +/- 30% (i.e. max 46 sets) of each item. Delivery required as per NIT.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
1	Quotation reference no. & date	As per supplier		
2	HSN / SAC code	As per supplier		
3	Quotation currency	In INR		
4	Contact person	As per supplier		
5	Phone / Mobile	As per supplier		
6	E-Mail	As per supplier		
7	Order to be placed on, Supplier Name Supplier code, If registered at BHEL Bhopal PAN No., if not registered in BHEL.	As per supplier		
8	Address	As per supplier		
9	Brand name, if any.	As per supplier		
10	Supply from	As per supplier		
11	Are you manufacturer of quoted item (s).	Yes / No		
12	Are you registered under MSMED ACT 2006 as small or micro. NOTE: - Firms registered under medium scale shall not be considered eligible for MSE benefits.	Yes / No (If select Yes, please enclosed valid UDYAM certificate)		
13	CGST RATE (IN %)	As per supplier		
14	SGST RATE (IN %)	As per supplier		
15	IGST RATE (IN %)	As per supplier		
16	UGST RATE (IN %)	As per supplier		
17	Please specify delivery in weeks/ days (Specify item wise, lot wise as per NIT clause 7)	As per NIT/ Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
18	Terms of delivery ("FOR DESTINATION ") as per NIT clause 8.	Accepted/ Accepted with deviation (if select Accepted with deviation, please mention the deviation)		
19	Terms of Payment as per NIT clause 16.	Accepted as per NIT/ Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
20	Acceptance to Performance Security as per NIT clause 28.	Yes / No		
21	Acceptance to "REVERSE AUCTION" as per NIT clause 29.	Yes / No		
22	Declaration of conflict of interest by bidder as per NIT clause 34.	Yes / No		
23	Rate quoted on "Firm" price basis	Yes		
24	Quoted for all the items and full quantity of tender enquiry	Yes / No. (If "No" please mention item number with Qty of regretted items)		
25	Technical specifications	Accepted as per NIT / Accepted with deviation (If select Accepted with deviation, please mention the deviation)		

Techno-Commercial Annexure

(To be filled by supplier inline with NIT requirement and submit with offer)

Tender No.		E5063002		
Description :		1) SET OF DIESEL ENGINE AND ACCESSOIRES FOR KMMC 2) ASSEMBLY AND ALIGNMENT OF 1 NOS. POWER PACK OF KMMC 3) INSTALLATION AND COMMISSIONING OF POWER PACK OF KMMC. TENDER QTY.: 35 Sets, +/- 30% (i.e. max 46 sets) of each item. Delivery required as per NIT.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
26	Inspection	As per NIT/ Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
27	Test certificate & Gurantee certificate as per NIT and specification will be submitted along with each consignment	Yes (In case of "No" your offer may be rejected).		
28	SELF CERTIFICATION OF MINIMUM LOCAL CONTENT, IF MORE THAN 50% VALUE ADDITION IS IN INDIA. (Note- In case of tenders worth more than Rs. 10 crores, Suppliers shall necessarily submit certificate from statutory auditor or cost auditor or cost accountant or CA) Please also specify the amount of local content in India. EXAMPLE :if 100% INDIGENOUS (MADE IN INDIA) MARK "Y"/100%	As per supplier		
29	Details of location of value addition / manufacturing	As per supplier		
30	Submission of MII_Certificate with duly sealed & signed (Under Public Procurement Policy)	Yes / No		
31	Other Charges (If any)	Applicable / Not Applicable. (If applicable please mention percentage (%) / Value (along with type of charges).		
32	Penalty for delayed performance as per BP200102C & NIT	Yes / No (In case of "No", your offer will be loaded suitably)		
33	Confirmation that documents pertaining to technical PQR & Finacial PQR has been submitted.	Yes / No		
34	Submission of Declaration format with duly sealed & signed (Annexure IX, refer attached) regarding whether other family firms or sister concern affiliates / subsidiary firms are participating in the same tender.	(Yes / No) If No please specify the reason.		
35	Submission of Declaration format with duly sealed & signed (Annexure-A - OEM & MSE Declaration)	Yes / No		
36	Acceptance to General terms and conditions of enquiry BP200102C.	Yes (In case of "No" your offer may be rejected).		
37	Quotation Validity will be 120 days from the date of techno-commercial bid opening.	Yes / No		

DECLARATION BY VENDOR

We declare that the following family firms or sister concern affiliates / subsidiary firms are participating in the tender no E

1.0

2.0

3.0

I, hereby declare on behalf of M/s and the family firms or sister concern affiliates / subsidiary firms listed above that we are not indulging in cartel formation for Enquiry no E

(.....)

For M/s

(Seal & sign)

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for E5063002, supply of Diesel Engine, its accessories, Assy & alignment, Installation & Commissioning for RMM C (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 - Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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




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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression



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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration


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

Section 10 - Other Provisions

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



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



 For & On behalf of the Principal Manendra Singh
 (Office Seal) सहायक/Dy. Manager
सा.प्र.-टी.पी.टी.एन./MM-TPTN
बी.एच.ई.एल., भोपाल/B.H.E.L., Bhopal

Place BHEL BHOPAL
 Date 01/05/2026
 Witness: _____
 (Name & Address) Manoj K. Dubey
MMX BHEL Bhopal

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

Witness: _____
 (Name & Address) _____
