



Ref. Enquiry No.: PE/PG/RTC/E-6213/2019

Dated: 27.05.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
10.06.2019
BY 14:00PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF PVC WIRES AS PER TECHNICAL SPECIFICATION NO. PE-RC-999-558-E003, REV 00

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-6213/2019, DTD-27.05.2019

Dear Sir/ Ma'am,

We are pleased to invite your offer for subject package in two parts strictly as per Clause-2.0 of the enclosed "Instructions to Bidders". Please upload your best quotation/ offer on <https://bhel.abcpocure.com> for the requirement strictly as per schedule of price format before above mentioned due date & time. The details of the tender enquiry are as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	PVC WIRES - Refer Technical specification no PE-RC-999-558-E003, REV 00 for detailed description.	As per BOQ cum price schedule in Annexure-I) cumulative for the Prospective Projects as per Annexure-IV	"Three (03) months from drgs. /docs. approval in CAT-I issued by BHEL. Drawings/ Documents as mentioned in Cl. No. 4.2, section -I Volum e-II of Technical Specification PE-RC-999-558-E003 shall be submitted within 01 weeks from the date of PO. Vendor to resubmit documents within 07 days, taking care of all the comments of BHEL. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted online via e-procurement system. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date by 2 p.m. Part-I bids shall be opened at 3 p.m. on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note: -

1. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
2. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.

Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same & please find enclosed here with Corrigenda to GCC Rev 06.

[Signature]
27/5/19

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1. Rate contract, shall be done for 1 year from placement of Rate Contract PO with a provision for further extension after review on mutual consent.

Rate contract shall be done with 2 vendors in ratio of 70:30 value wise at L1 FOR site price for this package. Splitting of RC among 2 vendors may be changed during project ordering process if any vendor in RC is not approved by customer (i.e. BHEL may place order on any of the vendor in RC up to total applicable RC value in case of non-availability of customer approval for other vendor in RC). However, order for a project shall not be split and the same shall be informed to bidders through NIT.

2. Rate Contract will be finalized on total lump sum basis.
3. L1 Rates shall be counter offered to all bidders who participated in Price Bid Opening/RA for 30% value and in case acceptance of counter offer received from more than one vendor then acceptance shall be considered as per FINAL Price Bid Opening / Reverse Auction Ranking (as applicable). If none accepts L1 rates, RC shall be done with L1 vendor for 100% value.
4. The prices shall remain firm during the period of one year with a provision for further extension after review on mutual consent.
5. Bidders will be informed the following: -
- Evaluation will be done on Ex Works + Freight basis.
 - Bidder to give single % of freight charges considering anywhere in India in the freight column. Bidders have to give same % of freight for each line item.
 - Bidders to mention applicable GST rate on (total Ex. works + freight) in the specified cells of price schedule. However, may please note that GST shall not be considered in evaluation.
 - Though evaluation will be done on Ex Works + Freight, but there is % allocation weightage against BOQ quantity of each item which shall be used for arriving at price break up. Bidders need to give only their total ex works price for given BOQ at the specific cells that has been kept opened in the price schedule available in the e-procurement portal (i.e. sl. no. 5 column no. 10 for Annexure I. Price mentioned anywhere else in BOQ shall not be taken in cognizance.
 - Rest of the prices shall be derived by BHEL in line with allocation fixed for each item. There is formula applied in price schedule form available in e-procurement portal. As soon as bidder fills the cells for Total Ex works, freight percentage and GST percentage, rest values for e.g. unit ex works – item wise, total ex works – item wise, FOR site price – item wise will filled automatically. Bidders can also validate and cross check the same by using Check Formula button.
 - For better clarity to the bidders where value is to be filled is noted as “to be quoted” and for other columns it will be noted as “derived” which denotes shall be derived by BHEL as per allocation fixed against each item.
 - HSN Code mentioned in BOQ shall be followed by the bidders
 - Incomplete offer shall be summarily rejected.
 - Pre-Qualifying Requirements (PQR): All the bidders (registered/ non-registered) will be asked to submit documents fulfilling PQR requirements along with the bid & their further evaluation shall be done accordingly.
 - Bidders to note that their bid shall be conditional subject to qualify PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the package.

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- xi. Additional overhead charges shall be 5% instead of 30% as mentioned in clause no 26.2 of GCC Rev 06 (page-41)
- xii. Quantity variation shall be +60%. Project list is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective project/ existing projects during RC period.
- xiii. CIF allocation is not applicable for this tender. Bidder to quote accordingly.
- xiv. **Integrity pact is applicable for this tender**

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) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

S. No.	IEM	Address	
1	Shri D. R. S. Chaudhary IAS (Retd)	E-1/164, Arera Colony, Bhopal 462016 (M. P.)	Dilip.chaudhary@icloud.com
2	Mrs. Pravin Tripathi IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi- 110068	Pravin.tripathi@gmail.com

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. (Refer Annexure-IX for Integrity pact).

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned in the NIT. All correspondence with the IEMs shall be done through email only.

"No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarification, 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 officials whose contact details are provided above in NIT".

- xv. Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as per Annexure VI
- xvi. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and confirm the following:"
 - The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

MSME/ Start up vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PEM is already registered with RXIL (TreDS) platform. Bidders are requested to get registered with RXIL (TreDS) platform to avail the facility as per GOI guidelines.

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TERMS AND CONDITIONS

- Procurement of the subject package shall be done through e-procurement
- Enquiry No., due date etc. must be legibly super scribed on the offers as per clause no. 2.0 of "Instructions to Bidders".
- Offers should be uploaded in two parts online at <https://bhel.abcpocure.com> in as follows:
 - Part-I Bid: - Documents and Credential as per Technical PQR and Techno-Commercial offer (along with un-priced copy of un-priced bid and un-priced schedule of Technical-Commercial Deviation, Annexure I & II)
 - Part II Bid: - Price Bid and Priced schedule of Technical-Commercial Deviation
- Terms and conditions: -
 - Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
 - Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.
- Bidders shall submit their offers meeting the requirements of the following tender documents and other Terms and Conditions included in this Enquiry Letter:
 - ANNEXURE-I of GCC Rev. 06:** Letter to be furnished by the Bidders.
 - DEFINITION OF TERMS.**
 - Volume-I:** Comprising i) **Part-A:** Instructions to Bidders, ii) **Part-B:** General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.
 - Volume-II:** Comprising i) **Part-A:** General Technical Conditions and, ii) **Part-B:** Technical Specification.
 - Volume-III:** Schedules and Data Sheets.All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.
- Vendors shall quote in accordance with the requirements mentioned in the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving Clause references along with the Cost of withdrawal of Deviations as per **Annexure-II to GCC Rev 06 of "DEVIATION SHEET (COST OF WITHDRAWAL)"** along with reasons for taking such deviations
Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06
- Please note the following:**
 - Price format is enclosed for compliance.
 - SCC enclosed for compliance.**GCC enclosed for compliance. GCC Rev-06 is available on www.bhelpem.com. You are requested to kindly download the same. GST related corrigenda to GCC Rev.06 is enclosed. Bidders are requested for furnishing compliance of these documents.**
- Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
- Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
- Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders"** of GCC Rev 06.
- Unsolicited fresh/revised Price Bids shall not be entertained.

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12. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
13. Late tenders will be rejected.
14. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. I P SINGH, DGM, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: I P SINGH/ CMM E-MAIL: indra.pal.singh@bhel.in Ph. No. 0120-4218749 ,09818989654	Mr. SUMEET SAHAY, DY MGR, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: SUMEET SAHAY/ CMM E-MAIL: sumeetsahay@bhel.in Ph. No. 0120-4213532 ,09999498202
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15. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.
16. **Delivery:**

"Three (03) months from drgs. /docs. approval in CAT-I issued by BHEL. Drawings/ Documents as mentioned in Cl. No. 4.2, section -I Volume-II of Technical Specification PE-RC-999-558-E003 shall be submitted within 01 week from the date of PO. Vendor to resubmit documents within 07 days, taking care of all the comments of BHEL. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.

17. **PRE-QUALIFICATION REQUIREMENT: -**
Bidders is requested to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR and also to submit the credentials.
Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable).
18. Bidders to note that their bid shall be conditional subject to qualify PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the package.
For registration in PEM "Bidders needs to apply & get registered for subject package with PEM before P-2 (price bid opening) & hence you need to apply online for registration on PEM web portal & have to enclose acknowledgement with this effect with the bid documents else your bid will not be considered for evaluation"
19. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer as per Point No-5 of NIT.
20. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.

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21. The offers of the bidders who are on the banned list as also the offer 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.
22. "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://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."
BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhelpem.com.
23. Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.
24. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpem.com, www.bhel.com & <https://bhel.abcpurchase.com> under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. **Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender.**
25. Bidders to submit their offers strictly in line with the enclosed price format.
26. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
27. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
28. Delivery terms for dispatches shall be FOR Dispatch Station.
29. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
30. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class II DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
31. Non-registered bidder to submit the credentials required for Registration in BHEL PEM: -
"Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
32. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
33. In case of RA, revised RA guidelines AA:SSP:RA:03 issued on 26.09.2016 (uploaded on http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf) shall be applicable.
34. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse

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Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Detailed guidelines of reverse auction 2016 are available in "information section" of www.bhelpem.com, same are applicable for subject tender.

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

"The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, GST, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

35. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
36. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <http://www.bhelpem.com/Tenders.aspx> for details.
37. L1 bidder will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the Rate Contract finalised through this tender considering RC as original contract as per format mentioned in Annexure V to NIT instead of format mentioned in GCC Rev 06
38. All other terms and conditions shall be as per GCC Rev 06 and Special Conditions of Rate Contract as per attached Annexure-II. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT and Annexures/Technical Specification/ corrigenda related to GCC Rev.06/ Rate contract SCC / GCC Rev. 06

Handwritten signature and date 27/5/19

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Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.

Thanking you,
Yours faithfully,
For and on behalf of BHEL

[Signature] 27/5/19

उप प्रबंधक (प्रोजेक्ट) Mr. Sumeet Sahay
भारत हेवी इलेक्ट्रिकल्स लि. Bharat Heavy Electricals Ltd.
पावर सेक्टर प्रोजेक्ट्स प्रबंधन
Power Sector Project Engineering Management
पीपीईआई भवन, प्लॉट नं. 25, सेक्टर - 16A, नोडा - 201301
PPLI Building, Plot No. 25, Sector - 16A, Noida - 201301

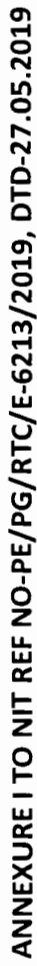
(Signature of official with Name & Designation)

Enclosure:

1. Enquiry Terms & Conditions
2. Price Format (Prices should be quoted in this format only) – Annexure I
3. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06) – Annexure II
4. BOQ & Technical Specifications
5. Technical PQR
6. SCC – ANNEXURE III
7. Prospective Project List – Annexure IV
8. Corrigenda to GCC Rev 06
9. Annexure V - BG Format
10. Annexure VI - Model Conciliation Clause under BHEL Conciliation Scheme, 2018
11. Integrity Pact

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PVC WIRES - RATE CONTRACT

NOTE:-

2. Value is to be filled only where "to be quoted" is mentioned and for other columns where "derived" is mentioned same shall be derived by BHEL as per % allocation fixed against each item

4. Prices shall remain firm during contract execution.

6. In case of Reverse Auction, vendor has to quote their Ex Works price + freight charges, that is sum of prices quoted above at SI No-5, column 10 & 11 i.e. (Rs X + Rs Y)

8. If any bidder will quote freight as Nil/Included, their ex works price will be deloaded with 3.5389% to calculate freight portion and accordingly evaluation will be done.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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management

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ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)
PACKAGE:-PVC WIRES


ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)
PACKAGE:-PVC WIRES

TENDER ENQUIRY REF NO-PE/PG/RTC/E-6213/2019, DTD-27.05.2019

NAME OF VENDOR:-

SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASONS FOR QUOTING DEVIATION
<u>TECHNICAL DEVIATIONS</u>									
<u>COMMERCIAL DEVIATIONS</u>									
<u>PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE</u>									
NAME				DESIGNATIONS			SIGN & DATE		

[illegible]

- | |
|--|
| 1. For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only. |
| 2. For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight. |
| 3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format. |
| 4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of. |
| 5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer. |
| 6. Bidder shall furnish price copy of above format along with price bid. |
| 7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser. |
| 8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered |
| 9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL. |
| 10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted. |
| 11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format. |
| 12. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL. |
| 13. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive. |
| 14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering. |

14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.



BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

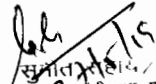
ANNEXURE III TO NIT REF NO-PE/PG/RTC/E-6213/2019, DTD-27.05.2019
SPECIAL CONDITION OF RATE CONTRACT FOR PVC WIRES

1. BHEL/PEM intends to enter into Rate Contract for supply of the tendered items for a period of one year. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be one year from the purchase order for Rate Contract.
2. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC
3. Transit Insurance is in BHEL scope
4. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
5. The prices shall remain firm during the period of one year with a provision for further extension after review on mutual consent.
6. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

7. Mode of dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
8. Other terms and conditions shall be as per Standard Technical specification no, GCC Rev 06 & Corrigenda to GCC Rev 06, Enquiry letter.
9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
10. Tentative quantity is given in enquiry.
11. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
12. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.


सुमित साहय / SUMIT SAHAY
उप प्रबंधक (सी. एम. एम.) / Dy. Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
पीपीईआई भवन, एचआरडी एंड ईएसआई कॉम्प्लेक्स
PPEI Bldg. HRD & ESI Complex,
प्लॉट नं. 25, सेक्टर 16, राणा प्रसाद - 201301
Plot No. 25, Sector 16, Rana Prasad - 201301

ANNEXURE IV TO NIT REF NO-PE/PG/RTC/E-6213/2019, DTD-27.05.2019
LIST OF PROJECTS FOR PVC WIRES
(RATE CONTRACT)

S.no	TITLE	
1	5X800 MW YADRADRI TPP	
2	3X800 MW PVUNL PATRATU TPP PHASE-1	
3	3X660 MW BARH STAGE-I FGD	
4	3X660 MW NORTH KARANPURA TPS FGD	
5	4x111 MW VISHNUGAD PIPALKOTI HEP	
6	3x40 MW RAMMAM III HEP	
7	1x660 MW PANKI TPS	
8	4x270 MW BTPS FGD	
9	2x40 MW VYASI HEP	
10	1X660 MW BHUSAWAL	
11	1x660 SAGARDIGHI TPS	
12	2X660 MW BARH STAGE-II FGD	
13	2X800MW UPPUR TPP	
14	1X800MW NORTH CHENNAI ST III	
15	2X500 MW MAUDA FGD	
16	2X660MW UDANGUDI STAGE-I	
17	2X660MW ENNORE SEZ	
18	1x 250 MW ROURKELA TPS	

22/5/19

उप प्रबंधक
भारत हेवी इलेक्ट्रिकल्स लि.
पावर सेक्टर
Power Sector
डीपीईओ
प्लॉट नं. 1
प्लॉट नं. 2
प्लॉट नं. 3

(MM)
Electricals Ltd.
प्रबंधन
Management
आई कॉम्प्लेक्स
Complex.
गुरुदास - 201301
Noida - 201301

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

_____. 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 Independent External Monitor(s), 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:

July 27/18

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. He commits himself to observe the following principles during his 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 Indian Penal Code (IPC) 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to



demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 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.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.



- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

उप प्रबंधक (प्र. म. र. म. - By Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, Bharat Heavy Electricals Ltd.
पावर सेक्टर - परियोजनाएं एवं निर्यात प्रबंधन
Power Sector Project & Export Management
नया राई कॉम्प्लेक्स
Office Seal)
पता: नया राई कॉम्प्लेक्स, 201301

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place-----

Date-----

Witness: 27/5/19

(Name & Address) IP-ML
BHEL-PEM NDA.

Witness: _____

(Name & Address) _____



PRE-QUALIFYING REQUIREMENTS FOR
PVC WIRES

PE-PQ-999-558-E003

REV. 1

DATE: 27/12/2017

SHEET 1 OF 1

ITEMS: PVC WIRES

SCOPE:

Supply : YES

Erection & Commissioning: No

1	Vendor should be a BIS approved manufacturer of PVC wire as per IS-694.
2	Availability of test reports of PVC insulated copper wire to establish in-house capability at manufacturer's works to carry out all routine, type & acceptance tests as per relevant IS.
3	Capacity of manufacturing 100 km of PVC wire per month.
4	Manufactured and supplied at least one (1) km of PVC FR copper wire.
5	Manufactured and supplied at least 100 km of PVC copper wire in one or more orders.
6	Minimum two (2) nos. purchase orders for PVC copper wire shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno- commercial bid opening (as applicable) for establishing continuity in business.

Notes:

1.0 The vendor can offer PVC copper wire of any BIS approved make meeting criteria S.No. 1 to 5 above. The vendor to furnish the following documents:

- Undertaking from BIS approved manufacturer of offered make to get the inspection & testing of wires carried out at manufacturer's works.
- Credentials of the manufacturer of offered make to meet the PQR requirements of S no 1.0 to 5.0 above.
- Vendor's Credentials to meet Sl. no 6.0.

General Points of PQR:

- Consideration of offer shall be subject to customer's approval of bidders, if applicable.
- Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
- Any other project specific requirement shall be as per Annexure – I and bidder shall submit relevant supporting documents.
- Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/ collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
- After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.

PREPARED BY *Himanshu*
27/12/17
HIMANSHU BHARDWAJ
(SR. ENGR)

REVIEWED BY *Praveen*
27/12/17
PRAVEEN DUTTA
(DGM)

APPROVED BY *Praveen*
27/12/17
PRAVEEN DUTTA
(DGM)

VOLUME-II

TECHNICAL SPECIFICATION

FOR

PVC INSULATED WIRES

SPECIFICATION NO: *PE-RC-999-558-E003*

REVISION: 00



BHARAT HEAVY ELECTRICALS LIMITED

POWER SECTOR

PROJECT ENGINEERING MANAGEMENT

NOIDA, UP (INDIA) – 201301



**TECHNICAL SPECIFICATION
FOR
PVC INSULATED WIRES**

SPECIFICATION NO. PE-RC-999-558-E003

VOLUME II

SECTION I

REVISION 00

22-05-2019

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Total nos. of sheets including cover & separator sheets = 12 sheets



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COMPLIANCE CERTIFICATE

The bidder shall confirm compliance to the following by signing/ stamping this compliance certificate and furnishing same with the offer.

1. The scope of supply, technical details, construction features, design parameters etc. shall be as per technical specification & there are no exclusion/ deviation with regard to same
2. There is no deviation with respect to specification other than those furnished in the 'schedule of deviations'
3. Only those technical submittals which are specifically asked for in NIT to be submitted at tender stage shall be considered as part of offer. Any other submission, even if made, shall not be considered as part of offer.
4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
5. Any changes made by the bidder in the price schedule with respect to the description/ quantities from those given in 'BOQ-Cum-Price schedule' of the specification shall not be considered (i.e., technical description & quantities as per specification shall prevail).

BIDDER'S STAMP & SIGNATURE



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SPECIFIC TECHNICAL REQUIREMENTS

1.0 PURPOSE

This specification is intended for finalization of rate contract between BHEL PEM and Bidder. Standard technical detail as indicated in the specification shall be agreed upon between BHEL PEM and bidder. Project specific technical detail shall be made available to the bidder along with project enquiry.

2.0 SCOPE

- 2.1 Manufacture, Inspection and Testing at Manufacturer's works, proper packing and delivery to site of PVC wires conforming to this specification.
- 2.2 Technical requirements of PVC wires are indicated in Data Sheet-A & Section-II.
- 2.3 The stipulation of Data Sheet-A shall prevail in case of any conflict between the stipulations of Data Sheet-A & Section-II.

3.0 BILL OF QUANTITIES

The bidder to quote for items as per price schedule attached with NIT.

4.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- 4.1 After rate contract; against specific project requirement following information shall be furnished by BHEL:-

a) BOQ (Bill of Quantities)

- 4.2 Following documents shall be submitted for specific project requirement after placement of order for BHEL & customer's approval: -

Sl. No.	Drawings / Document Description	Document Number
1.	Technical Data Sheet-C for PVC wires	PE-V0-XXX-558-E403
2.	MQP for PVC Wires	PE-V0-XXX-558-E908



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DATA SHEET-A

1.0 APPLICABLE STANDARDS & CODES

- a) IS:694 PVC insulated unsheathed and sheathed cables/cords with rigid and flexible conductor
- b) IS:5831 PVC insulation and sheath of electric cables
- c) IS:8130 Conductors for insulated electric cables and flexible cords.
- d) IS:10810 Methods of tests for cables.

2.0 MAKE: ☒ BIS approved ☐ As per enclosed sub-vendor list

3.0 TYPE OF WIRE :

☒ NON-FRLS ☒ FIRE RESISTANT (FR) ☐ FIRE RESISTANT LOW SMOKE (FRLS)

Refer BOQ for details

4.0 CONDUCTOR

- a) NO. OF CORES : 1
- b) MATERIAL : High conductivity untinned annealed copper
- c) CLASS : Class-2 as per IS: 8130
- d) MINIMUM NUMBER OF STRANDS : As per IS 8130 (table-2)
- e) MAX. RESISTANCE OF CONDUCTOR : As per IS 8130 (table-2)

5.0 INSULATION

- a) INSULATION MATERIAL : PVC, Type-A as per IS :5831
- b) NOMINAL INSULATION THICKNESS : As per IS 694 (table-3)

6.0 MAX. OVERALL DIA. : As per IS 694 (table-3)

7.0 STANDARD BUNDLE LENGTH: 90-100 meters (For all sizes)



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TECHNICAL PARTICULARS FOR PVC INSULATED WIRES – DATA SHEET-C

(to be submitted by successful bidder after award of contract)

S.No.	Particulars	Unit	Description
1	Manufacturer's name	-	
2	Reference design standards	-	
3	Type of wire		
4	Rated Voltage	V	
5	No. of Cores	No.	
6	Conductor cross section area (nominal)	sq. mm	
7	Conductor		
	a) Material	-	
	b) Reference Standard	-	
	c) Class		
	d) No. of strands	No.	
	e) Diameter of strands (nom.)	mm	
	f) Approx. dia of conductor	mm	
	h) Maximum conductor resistance per Km at 20°C	ohm	
8	Insulation		
	a) Reference Standard	-	
	b) Material composition	-	
	c) Minimum thickness	mm	
	d) Nom. Thickness	mm	
	e) Max. thickness	mm	
	f) Minimum volume resistivity as per IS 5831	Ohm cm	
	g) Dielectric constant	-	
	h) Maximum conductor temperature withstand capacity	°C	
	i) Minimum conductor temperature withstand capacity	°C	
	j) Maximum diameter including insulation	mm	
9	Length of single bundle	M	
10	Details of Marking/ label provided as per specification	Yes/ No	



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CHECK LIST FOR SUBMITTING TECHNICAL PQR DOCUMENTS

Bidder to submit signed & stamped copy of checklist shall be submitted alongwith technical offer to ensure completeness of PQR documents.

Checklist		Remarks	Tick as applicable [√]
1.	Valid BIS certificate enclosed	Specify date of validity	Yes [] No []
2.	Internal (in-house) type test report submitted	•Routine test •Type test • Acceptance test To be Included in internal test report	Yes [] No [] Yes [] No [] Yes [] No []
3.	Capacity of manufacturing 100Km of PVC wire per month	Proof of manufacturing such as •NSIC certificate •MSME certificate •Chartered engineer certificate •Any other document submitted <i>Note: chartered accountant certificate is not a valid proof for establishing manufacturing capacity</i>	Yes [] No []
4	Manufactured & supplied at least 1 Km of PVC FR copper wire	Proof of manufacturing & supplied FR copper wire such as •Purchase order submitted and •Dispatch documents (Performa invoice, dispatch details) submitted	Yes [] No [] Yes [] No []
5	Manufactured & supplied at least 100 Km of PVC copper wire in one or more orders	Proof of manufacturing & supplied copper wire such as •Single or multiple Purchase order copies submitted and •Single or multiple Dispatch documents (Performa invoice, dispatch documents) submitted	Yes [] No [] Yes [] No []
6	Copy of min two PO for PVC wires submitted	•Copy of Purchase order submitted	Yes [] No []

Note: Bidder already registered with BHEL-PEM for PVC wires shall submit documents for criteria no.6 only.



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SECTION-II

STANDARD TECHNICAL REQUIREMENTS



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1.0 INTENT OF SPECIFICATION

The intent of specification is not to specify all details of design & construction of material. The material shall, however, conform in all aspects to high standard of design, engineering and workmanship and be capable of performing in continuous operation up to & after bidder's guarantee period in manner acceptable to purchaser who will interpret the drawings & specification and shall have power to reject any work or material which in his judgement is not in full accordance with this specification.

2.0 CODES AND STANDARDS

- 2.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.
- 2.2 The material, construction, manufacture, inspection and testing of PVC wires shall conform to the latest revision of relevant standards as per Data Sheet-A.
- 2.3 In case of conflict between the applicable reference standard and this specification, stringent requirement shall govern.

3.0 TECHNICAL REQUIREMENTS

- 3.1 Lighting wires shall be single core, 1100 V grade, light duty PVC insulated, stranded copper wire for fixed wiring installation.
- 3.2 Wire shall be made with the Colour Codes specified below :

a) 3 phase AC Connections

- Phase 1 (R) Red
- Phase 2 (Y) Yellow
- Phase 3 (B) Blue
- Neutral Black

b) DC Connections

- Positive White
- Negative Grey

c) Earth Connection Green

The Colour wise quantity of PVC wires shall be as specified in 'BOQ cum Price schedule'.

- 3.3 Cross-sectional area of PVC wires shall be as specified in 'BOQ cum Price schedule'.
- 3.4 Technical particulars of PVC wires shall be as specified in Data Sheet – A.

4.0 QUALITY ASSURANCE, TESTING & INSPECTION

- 4.1 Bidder shall confirm compliance with the BHEL's Standard Quality Plan (QP.no. PE-QP-999-558-E003) as attached with the specification without any deviations. At contract stage, the



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successful bidder shall submit the Quality Plan for BHEL/ ultimate customer's approval. In case bidder has reference Quality Plan agreed with ultimate customer, same can be submitted for specific project after award of contract for BHEL/ ultimate customer's approval. There shall be no commercial implication to BHEL on account of Quality plan approval.

4.2 All materials shall be procured, manufactured, inspected and tested by vendor/ sub-vendor as per approved quality plan.

4.3 The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of the specification. Charges for all these tests for all the equipments & components shall be deemed to be included in the bid price.

In case ordered quantities are manufactured and offered for inspection in more than one lot, BHEL reserves the right to witness testing on all lots without any commercial implications.

5.0 PACKING

5.1 The material shall be packed to ensure protection against damage during transit, storage for prolonged periods and handling.

5.2 The wire shall be clean and dry prior to packaging.

5.3 The wire shall be supplied in packed coils. The tapes used for packing shall not bleed, leave residue, or damage the item when removed.

5.4 The inside coil diameters shall not be smaller than the minimum safe allowable bending diameter for wires.

5.5 The coil shall be placed in a corrugated paperboard/ fibreboard container/ mono carton.

5.6 The mono cartons shall be wrapped or bagged or tied in place in master cartons. The master carton shall be taped and then wrapped with cushioning material.

5.7 The dimensions of cartons shall be as per manufacturer's recommendations.

6.0 MARKING:

6.1 The wire shall carry the following information either stencilled on the reel or contained in a label attached to it:

6.2 Reference of IS 694;

6.3 Manufacturer's name, brand name or trade-mark;

6.4 Type of wire (FR or FRLS , if applicable, to be used) and voltage grade;

6.5 Number of cores & Nominal cross-sectional area of conductor;

6.6 Colour of wire

6.7 Length of wire on the reel or coil;

6.8 Number of lengths on the reel or coil (if more than one);

		STANDARD QUALITY PLAN FOR PVC INSULATED WIRES		CUSTOMER :		PROJECT TITLE		SPECIFICATION : PE-RC-999-558-E003				
				BIDDER/ :		QUALITY PLAN		SPECIFICATION :				
				VENDOR		PE-QP-999-558-E003		TITLE PVC INSULATED WIRES				
SHEET 1 OF 1		SYSTEM		ITEM :PVC INSULATED WIRES		SECTION II						
SL. NO.	COMPONENT/OPERATION	CHARACTERISTIC CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	
1.0	PVC INSULATED WIRES	1.SURFACE DEFECTS	MA	VISUAL	SAMPLE (REFER NOTE-1)	IS:694	IS:694	INSPN. REPORT & TEST REPORT FROM MANUF.	M	C	B	BIS APPROVED MAKE 1) TYPE TEST SHALL BE CONDUCTED ON FIRST PROJECT ORDER SUPPLY FROM RATE CONTRACT. 2) REFER NOTE 2 & 3 REFER NOTE-2
		2.CONSTRUCTION OF WIRE	MA	VISUAL / MEASUREMENT	-DO-	IS-694 (TABLE-3) IS-8130 (TABLE-2) DATA SHEET (APPROVED)	IS-694 (TABLE-3) IS-8130 (TABLE-2) DATA SHEET (APPROVED)	-DO-	M	C	B	
		3.TYPE TESTS	CR	TESTS	ONE SAMPLE OF EACH WIRE TYPE & SIZE	IS:694 (TABLE-1)	IS:694 (TABLE-1)	TEST CERT.	M	C,B	-	
		4.ACCEPTANCE TESTS	MA	-DO-	SAMPLE (REFER NOTE-1)	-DO-	-DO-	-DO-	M	C,B	-	
		5.ROUTINE TESTS	MA	-DO-	100%	-DO-	-DO-	-DO-	M	C	B	
		6. PACKING & MARKING	MA	VISUAL	SAMPLE (REFER NOTE-1)	BHEL SPEC.	BHEL SPEC.	INSPN. REPORT	M	C,B	-	
BHEL			PARTICULARS			BIDDER/VENDOR						
			NAME									
			SIGNATURE									
			DATE						BIDDER'S/VENDORS COMPANY SEAL			

LEGEND: B - BHEL/ BHEL's CUSTOMER, M - MANUFACTURER, C - CONTRACTOR, P - PERFORM, W - WITNESS, V - VERIFICATION

Note: 1) Sampling for each lot

No of reels/ coil in the lot	Number of reels/ coil to be taken as sample	Permissible number of defectives
Upto 50	3	0
51-100	5	0
101-300	8	0
300-500	13	1
500 & above	20	2

2) In case of FR type wires, FR properties test (Oxygen Index & Temp. Index) are also applicable.

3) Type test report of successfully conducted test on First project of rate contract shall be referred for subsequent purchase orders & Further conduction of type test is not required.

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No.4 of GCTC (General commercial terms and conditions)	TAXES AND DUTIES 4.1 EXCISE DUTY 4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered. 4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price. 4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately 4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract. 4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser. 4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract. 4.2 SALES TAX / VALUE ADDED TAX (VAT) 4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total	TAXES AND DUTIES 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: 09AAACB4146P22C 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

GST related Corrigendum to GCC Rev 06

	amount along with concessional form(s), if any. 4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874 4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser. 4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details. 4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract. 4.3 SERVICE TAX 4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax. 4.3.2 Service provider/Contractor to ensure their registration for “Intended Service” to be provided, before claiming Service tax under the “intended category”. Decision of BHEL shall be final w.r.t. the “Intended category” in which the service will be falling. 4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that “CENVAT Benefit has been availed of on the input and the	4.2 OTHER TAXES & LEVIES 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. 4.3 CUSTOMS DUTY
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	same has been passed on to the purchaser” or “CENVAT Benefit has not been availed of on the inputs”. 4.4 OTHER TAXES & LEVIES All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence. 4.5 CUSTOMS DUTY 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid. 4.6 DIRECT TAX 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.	4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. 4.4 DIRECT TAXES 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions
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	4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.	
	5.0 STATUTORY VARIATION 5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser. 5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser. 5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. 5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.	5.0 STATUTORY VARIATION 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

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Clause 8	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser. 8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES 9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable. List of packages with required final documents is as per Annexure-X. 9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE 9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. 9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser. List of packages with required final documents is as per Annexure-X. 9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rate basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.

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Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of	b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract
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	Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract. 9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. . <u>Note:</u> 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for	9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). <u>Note:</u> 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. 2) For indigenous suppliers, if the documents are routed through Bank,
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	evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. 7) Payment terms for mandatory spares shall be as per clause 9.1.	then all bank charges will be to vendor's account. 3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. 5) Payment terms for mandatory spares shall be as per clause 9.1. 9.7 The applicable TDS under CGST/SGST/UGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments. 9.8 Other clauses 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after:
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		a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. 4. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
Clause 9	9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR 9.7.1 For Recognition of Dispatch Copy of the following documents by e-mail/ fax immediately on despatch: a. Invoice b. LR along with Delivery Order c. Packing List d. Insurance Intimation e. Dispatch Clearance 9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1): a. Invoice – original+1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy	9.7 All same a. to be replaced with “GST compliant invoice” in 9.7.1, 9.7.2, 9.7.3 Modification in the clause Duty drawback documents “As per applicable law” (original+1 copy.)

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	c. Delivery order- 2 copies d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy e. MDCC from BHEL/ Customer – as per SCC – 2 copies f. Guarantee Certificate – Original + 1 copy g. Insurance Intimation - 2 copies CQIR / Inspection Reports – Original+1 copy i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1 copy 9.7.3 For Claiming Freight Payment a. Invoice – Original + 1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy c. Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC. 9.7.4 For Claiming MRC Payment a. Invoice – Original + 1 copy b. Copy of MRC 9.7.5 For Claiming Payment for Services involving Service Tax a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy b. Copy of Service Tax registration certificate c. Copy of challan for Service Tax payment	
Clause 3.0 Instruction to bidders	Total erection & commissioning charges including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	Total erection & commissioning charges including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

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Clause 16.0 Instruction to bidder	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GCTC	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e-way bill, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)

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Deviation sheet- Cost of Withdrawal	Point no-9 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
Annexure-VI		Deleted
Annexure-VIII		Following changes in annexure-8, (remaining portion of annex-8 is same): C) LIQUIDATED DAMAGES If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) . E) DEVIATION TO SUBMISSION OF FORM E1/ E2 BEFORE CLAIMING 10% PAYMENT 10% of Ex-Works supply value.
New clauses:		
a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.		

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

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

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

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

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

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

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

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE-C

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

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

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

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

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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

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

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

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

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