ENQUIRY

TWO PART BID

BP_200101

भारत हैवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल– ४६२०२२ (भारत)

सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL–462022 (INDIA)

MATERIALS MANAGEMENT DIVISION

TIN NO- 23573000001 | ECC NO- AAACB4146PXM009 | MPCT NO- HEL/05/01/0001/S15/11/79

PHONE NO : 91-755-2500100 FAX : 91-755-2500023 www.bhel.com

ENQUIRY NO	E1163147
ENQUIRY DATE	29/10/26
ENQUIRY DUE DATE	19/11/26

ENQUIRY

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	0	1	0	NA	1	5	1	240368640

GUARANTEE CERTIFICATE	Y	SUPPLY CONDITION	SUITABLY PACKED TO AVOID DAMAGE DURING TRANSIT
TEST CERTIFICATE	Y		
INSTRUCTION BOOKLET	N	TECHNICAL CONDITION	AS PER DRAWING, QA PLAN, TECHNICAL SPECIFICATIONS AND TPQR.
SAMPLE	N		
GATE PASS	Y	INSPECTION CONDITION	BHEL / THIRD PARTY

NOTE: QUOTE PRICE BOTH IN FIGURES & WORDS.IN CASE OF MISMATCH PRICE IN WORDS WILL BE VALID,QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	HN4341097008	1) DESIGN, MANUFACTURING, TESTING, INSPECTION & SUPPLY OF PTFE LINED THRUST BEARING PADS AS PER DRAWING 02550186601 REV-00, QUALITY PLAN QA/HG/PTFE/VPHEP REV-02 & TECHNICAL SPECIFICATION HG/PTFE/VPHEP-001 REV-00, TPQR HGG 1912 REV 03. 2) SUPPLIERS HAVE TO SUBMIT THEIR CREDENTIALS IN 'SUB VENDER QUESTIONARE FORM' WITH ALL REQUIRED DOCUMENTS FOR CUSTOMER'S APPROVAL 3) PRICE BID OF ONLY THOSE SUPPLIERS WILL BE OPENED WHO ARE APPROVED BY CUSTOMER(THDC).	NO	73.000	0	1	13.000	203	10/03/27
						2	12.000	203	10/03/27
						3	12.000	203	10/03/27
						4	12.000	203	10/03/27
						5	24.000	203	10/03/27

REMARK [1] QUOTATION IS INVITED IN TWO PART BID SYSTEM VIZ (A) PART I - TECHNO - COMMERCIAL OFFER (B) PART II- PRICE OFFER THROUGH TENDER ROOM [2] BHEL PREFERS TO GET QUOTATIONS IN SEALED COVERS, HOWEVER IN CASE OF EMERGENCY, QUOTATION MAY BE SENT AT EMAIL: MMTENDER.BPL@BHEL.IN [3] SUPPLIER HAS TO SUBMIT THE ANNEXURE-I, ANNEXURE-II. "TECHNO-COMMERCIAL BID" SHEET, T-PQR, GTC (BP 200102C) AND ALL RELEVANT DOCUMENTS DULY COMPLETELY FILLED, SIGNED & STAMPED ALONG WITH PART-1 OFFER [4] BHEL GTC OF ENQUIRY: BP200102C IS APPLICABLE [5] VENDOR HAS TO SUBMIT THE LATEST UDYAM REGD.CERT.FOR PREFERENCE OF PAYMENT UNDER MSME POLICY [6] BHEL STD.PENALTY CLAUSE APPLICABLE [7] FOR INDIGENOUS BIDDERS - INSPECTION TO BE DONE BY THIRD PARTY INSPECTION AGENCY. IN CASE OF MATERIAL NOT OFFERED OR MATERIAL REJECTED DURING THE INSPECTION, PAYMENT TO THIRD PARTY INSPECTION AGENCY (TPIA) SHALL BE MADE FROM THE SUPPLIER'S BILL [8] FOR FOREIGN BIDDERS-INSPECTION SHALL BE CARRIED OUT BY INTERNATIONALLY RECOGNISED THIRD PARTY INSPECTION AGENCY I.E. LLOYDS/TUV/SGS. BIDDER SHALL QUOTE THE PRICE INCLUSIVE OF THIRD-PARTY INSPECTION CHARGES [9] ANY AMOUNT ON ACCOUNT OF RECOVERY FROM CONSIGNER /SUPPLIER UNDER ANY CONDITION SHALL BE LIABLE TO BE ADJUSTED AGAINST ANY AMOUNT PAYABLE TO THE CONSIGNER/SUPPLIER AGAINST ANY RUNNING INVOICES [10] BREACH OF CONTRACT, REMEDIES AND TERMINATION SHALL BE APPLICABLE AS PER CLAUSE 36 OF GTC: BP 200102C. [11] OFFER RECEIVED FROM VENDORS WHICH ARE UNDER PUT ON BANNED/HOLD BY BHEL SHALL NOT BE CONSIDERED. [12] RATE TO BE QUOTED EXCLUSIVE OF TAXES. [13] REVERSE AUCTION IS NOT APPLICABLE. [14] REQUIRED DELIVERY SCHEDULE SHALL BE AS PER ANNEXURE-I & ANNEXURE-II. [15] QUANTITY IS NOT DIVISIBLE AMONG TWO OR MORE VENDORS IN CASE MAKE IN INDIA OR MSE PURCHASE PREFERENCE IS TO BE APPLIED. HENCE, PERCENTAGE OF BID QUANTITY FOR MSE & MII PURCHASE PREFERENCE SHALL BE 100%.

DRAWING Y **PURCH SPEC** N **CATALOUGE** N **Quality Surveillance Pla** Y **TWO PART BID** Y

NOTE:BHEL,BHOPAL'S Standard Terms & Conditions BP200102C/BP205316 for imports and BP200102C/ BP205316 for indigenous procurements form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

Note: During Bid Evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendore falling under MSMED ACT - OCT 06

Please submit your lowest quotation in sealed envelop essentially superscribed with ENQUIRY NO, DUE DATE AND PARTY'S NAME so as to reach at TENDER ROOM, GROUND FLOOR, ADM BUILDING, BHEL, PIPLANI BHOPAL-462022 by 11.00 am of due date.

SPECIAL REMARK:

1.This is only a request for Quotation & not an order.
2.Small Scale industries should indicate SSI Regn. No. in Quotation/invoice.
3.In case you are not making an offer against this Enquiry, we request you to post a regret letter.
4.Indian vendors to please indicate GSTIN on their quotation.

Documents Enclosed

1.Drawing. 3.Purchase specification.
2.Catalogue. 4.Quality Surveillance Plan.

NAME : SHRI NIKESH KUJUR
DESG : MANAGER
0755-2502751
nikeshkujur@bhel.in

निकेश कुजूर / NIKESH KUJUR
प्रबंधक / Manager
एम. ई. एक्स विभाग / M E X Division
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

SIGN & SEAL

Annexure - I for Indigenous Vendors (E1163147)

Confirmation / Acceptance of Commercial Terms & Conditions for Indigenous Vendors

(Annexure-I to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)

<table>
<tr><th>S. No.</th><th>BHEL TERMS & CONDITIONS</th><th>VENDORS RESPONSE</th></tr>
<tr><td>1.</td><td><u>PRICES</u>: Prices once quoted (excluding GST) shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. Please confirm.</td><td></td></tr>
<tr><td>2.</td><td><u>INSPECTION</u>: Inspection to be done by Third Party Inspection agency. Please confirm.</td><td></td></tr>
<tr><td>3.</td><td>In case of material not offered or material rejected during the inspection, payment to third party inspection agency (TPIA) shall be made from the supplier's bill.</td><td></td></tr>
<tr><td>4.</td><td><u>DELIVERY TERMS & PRICE BASIS</u>:
Goods shall be delivered & Price to be furnished on "F.O.R BHEL Bhopal" basis including packing & forwarding, Freight charges and transit insurance (excluding taxes).</td><td></td></tr>
<tr><td>5.</td><td><u>Guarantee:</u> The supplier shall guarantee for the material and the workmanship of PTFE pads for 30 months from commissioning or 48 months from supply, whichever is later.</td><td></td></tr>
<tr><td>6.</td><td><u>DELIVERY PERIOD:</u> Delivery schedule shall be 90 days from date of drawing approval.

(i) Schedule of 1st submission of drawing/documents by vendor from date of PO. : Within 30 days from date of PO.
(ii) Schedule for re-submission of drawing /documents by vendor from comments /correction marked by HGE on submitted drawing /documents for final approval: 10 working days from date of comments marked by HGE.</td><td></td></tr>
<tr><td>7.</td><td>Technical Compliance / Drg./ QA plan/ Technical Specification/ T-PQR as per NIT.

[Please indicate clearly - "Accepted as per NIT / Accepted with deviation (If select "Accepted with deviation", please mention the deviation)].</td><td></td></tr>
<tr><td>8.</td><td>Any bidder falling under MSE category shall furnish the following details & submit documentary evidence/ govt. certificate etc. in support of the same along with their techno-commercial offer.
Note: if the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.
<table>
<tr><th>Type of MSE (please tick ✔)</th><th>SC/ST Owned</th><th>Women Owned</th><th>Others (Excluding SC/ST & Women owned)</th></tr>
<tr><td>Micro</td><td></td><td></td><td></td></tr>
<tr><td>Small</td><td></td><td></td><td></td></tr>
</table></td><td></td></tr>
<tr><td>9.</td><td><u>BHEL PAYMENT TERMS</u>:

100% payment in 90 days of receipt (45 days for Micro & Small Manufacturer and 60 days for Medium enterprises Manufacturer as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and submission of relevant documents at BHEL.

Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded Repo rate + 4% for the purpose of bid evaluation.</td><td></td></tr>
<tr><td>10.</td><td><u>LD/PENALTY</u>: Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. GTC clause 9</td><td></td></tr>
</table>

11.	**GST COMPLIANCE:**	
	HSN of material item-wise mentioned in the offer.	
	INPUT TAX credit applicable (Y/N): Y	
	GST TYPE & ITS percentage applicable item wise mentioned in the offer (IGST/CGST + SGST/UGST)	
12.	Evaluation criteria: Total value evaluation basis.	
13.	**QUANTITY VARIATION: Not applicable**	
14.	**PRICE VALIDITY:** The offer must be valid for **120 days** from the date of technical bid opening. Please confirm.	
15.	**Public Procurement (Preference to Make in India)** The local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT" For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender in MII self-certificate/ self-declaration certificate & submit along-with offer. Bidder to refer the Sample format of MII self-certificate (Annexure - 1) of BHEL GTC and sample certification format of statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) (Annexure- 2). Refer Page no. 24-25 of BHEL GTC BP_200102C	
16.	BHEL Model Conciliation scheme (enclosed) is applicable. Bidder has to submit the acceptance of same duly signed & stamped.	
17.	Kindly confirm whether other family firms or sister concern affiliates / subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. (if yes kindly attach filled, sign &sealed copy of Annexure-IX).	
18.	Clarify clearly whether bidder is a "Manufacturer" of items against this tender enquiry. Valid Authorisation Certificate is required from OEM for Dealer/Distributor/Channel partner of OEM.	
19.	Vendor has to submit the declaration regarding Conflict of Interest among Bidders/Agents in attached format duly authorized signatory of company with seal.	
20.	TC, GC and all Inspection report as per tender enquiry and specification will be submitted along with each consignment.	
21.	Breach of contract, Remedies and Termination shall be applicable (Refer clause 36 of GTC – BP200102C)	
22.	Recovery / deductions of amount from supplier shall be applicable as per clause 22 of GTC – BP 200102C)	

23.	**OTHER IMPORTANT TERMS AND CONDITIONS: -** Vendor to provide / confirm the technical specification, Drawing, T-PQR, QAP & GTC- BP 200102C, BP 205315 as per NIT.	
24.	Vendor's contact details (email/Phone/Fax)	

In addition to above General Terms & Conditions (GTC – BP 200102C) are also attached. Bidder has to confirm their acceptance/non-acceptance specifically otherwise if nothing is written about it, it will be presumed that you have agreed with all condition mentioned.

NOTE:

a) DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.

b) KINDLY REFER BHEL GENERAL TERMS & CONDITIONS BP 200102C THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.

****

(Signature & Seal of vendor)
निकेश कुजूर / NIKESH KUJUR
प्रबंधक / Manager
एम. ई. एक्स विभाग / M E X Division
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

Annexure- II for Foreign Vendors (E1163147)

Confirmation / Acceptance of Commercial Terms & Conditions for Foreign Vendors

(Annexure-II to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)

S. No	BHEL TERMS & CONDITIONS	VENDOR RESPONSE
1.	**PRICES:** Prices once quoted (excluding taxes) shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. Please confirm.	
2.	**INSPECTION**: Inspection shall be carried out by internationally recognized third party inspection agency i.e. **Lloyds/TUV/SGS**. Bidder shall quote the price inclusive of third-party inspection charges. Please confirm.	
3.	**PLACE OF DELIVERY**: Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. For further details refer GTC **BP 200102C.**	
4.	**DELIVERY PERIOD:** Delivery date shall be **90 days** from date of drawing approval or **2 months** from LC opening date, whichever is later. (i) Schedule of 1st submission of drawing/documents by vendor from date of PO. : Within **30 days** from date of PO. (ii) Schedule for re-submission of drawing /documents by vendor from comments /correction marked by HGE on submitted drawing /documents for final approval: **10 working days** from date of comments marked by HGE.	
5.	**BHEL PAYMENT TERMS:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading @ Repo Rate + 4%", for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date of item, valid for period of 03 months or up to PO delivery plus 01 month or unless otherwise agreed. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.	
6.	**LC Charges:** a. L/C charges shall be "Yours by you and ours by us", please confirm. b. Confirmation charges shall be in supplier's account in case confirmed L/C is required. Please confirm. c. In case of delay in supply by the supplier, charges for extension of L/C (Inside & Outside) will have to be borne by vendor. Please confirm.	
7.	**Guarantee:** The supplier shall guarantee for the material and the workmanship of PTFE pads for 30 months from commissioning or 48 months from supply, whichever is later.	
8.	**LD/PENALTY:** Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. GTC clause 9	
9.	Technical Compliance / Drg./ QA plan/ Technical Specification/ T-PQR as per NIT. [*Please indicate clearly - "Accepted as per NIT / Accepted with deviation (If select "Accepted with deviation", please mention the deviation)].*	
10.	Evaluation criteria: Total value evaluation basis	

11.	**QUANTITY VARIATION: Not applicable.**	
12.	**EXCHANGE RATE**: For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled Part-I date of tender opening. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (State Bank of India) working day shall be taken for evaluation purpose.	
13.	**PRICE VALIDITY:** The offer must be valid for **120 days** from the date of technical bid opening. Please confirm.	
14.	**CURRENCY:** Indicate the name of currency of the quoted prices. Please clearly specify. Evaluation to be done in INR as per clause 10 above.	
15.	**PURCHASE PREFERENCE:** The local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT" For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable.	
16.	Kindly confirm whether other family firms or sister concern affiliates / subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. (if yes kindly attach filled, sign &sealed copy of Annexure-IX).	
17	BHEL Model Conciliation scheme (enclosed) is applicable. Bidder has to submit the acceptance of same duly signed & stamped.	
18	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. (Refer clause 16.4 of GTC : BP200102C).	
19.	Clarify clearly whether bidder is a "Manufacturer" of items against this tender enquiry. Valid Authorization Certificate is required from OEM for Dealer/Distributor/Channel partner of OEM.	
20.	Vendor has to submit the declaration regarding Conflict of Interest among Bidders/Agents in attached format duly authorized signatory of company with seal.	
21.	Breach of contract, Remedies and Termination shall be applicable (Refer clause 36 of GTC – BP200102C)	
22.	Recovery / deductions of amount from supplier shall be applicable as per clause 22 of GTC – BP 200102C)	
23.	**OTHER IMPORTANT TERMS AND CONDITIONS: -** Vendor to provide / confirm the technical specification, Spec., Drawing, T-PQR, QAP & GTC- BP 200102C, BP205316 as per NIT.	
24	Vendor's contact details (email/Phone/Fax)	

NOTE:

a) DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.

b)KINDLY REFER BHEL GENERAL TERMS & CONDITIONS BP 200102C THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.

(Signature & Seal of vendor)

निकेश कुजूर / NIKESH KUJUR
प्रबंधक / Manager
एम. ई. एक्स विभाग / M E X Division
बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

Annexure IX

DECLARATION BY VENDOR

We declare that following family firms or sister concern affiliates/subsidiary firms are participating in tender No. E……

1.0……

2.0……

3.0 …….

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

(……)

For M/s…….

(Sign & Seal)

Annexure 1

Format - Self Certificate for MII

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

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

To,

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

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

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

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

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

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

_____

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

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

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

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

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

** - Strike out whichever is not applicable

Note: For evaluation of qualification of bidder:

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

Conflict of Interest among Bidders/Agents Declaration

Ref. ……. Date ……..

To
Bharat Heavy Electricals Limited
Piplani, Bhopal-462022

Subject: - Declaration regarding Conflict of Interest among Bidders/Agents

Reference: Tender Enquiry No-……

Name of item(s): ……..

Dear Sir,

Treatment of cases regarding conflict of interest:

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

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

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

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

Yours very truly,
……. (authorized signatory of company with seal)
…… (firm name)

PROCEDURE FOR INCORPORATION OF MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER BHEL CONCILIATION SCHEME, 2018

1. The following Model Conciliation Clause along with its Annexure & Appendices thereto is to be incorporated in the General Conditions of Contract of the Unit/Division/Region/Business Group for vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., by all the Units/Divisions/Regions/Business Group.

2. For existing Contracts where specific clause for Conciliation is not provided, this Scheme may also be made applicable with the approval of the concerned Head of Unit/Division/Region/Business Group, subject to the agreement of the other party in terms of Para A4 or A5 of the BHEL Conciliation Scheme, 2018 as the case may be.

3. Accordingly, for existing Contracts/MoUs, the Model Conciliation Clause along with its Annexure & Appendices thereto shall be made available to the vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., for their consent. Upon consent being received, the Contract/MoU shall be amended as per Paras A4 or A5 of the BHEL Conciliation Scheme, 2018 accordingly and steps be taken for initiation of Conciliation for settlement of disputes in terms of the BHEL Conciliation Scheme, 2018.

Annexed

MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

The Annexure ----- together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

Annexed

ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018

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:
    a. On the date of signing of the Settlement agreement by the Parties; or,
    b. 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,
    c. 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,
    d. 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.
    e. 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.

Annexed

Format 2 to BHEL Conciliation Scheme, 2018

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 3 to BHEL Conciliation Scheme, 2018

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERSFOR 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

Format 5 to BHEL Conciliation Scheme, 2018

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

1. Chronology of the Disputes

2. Brief of the Contract/MoU/Agreement/LOI/LOA

3. Brief history of the Disputes:

4. Issues:

5. Details of Clam(s)/Counter Claim(s):

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

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

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

Annexure A

Company Letter head

Date: {insert date}

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

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

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date{insert date} under the {Law of the Country}

2. It is a tax resident as per the Tax Laws of {country}.

3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____("the tax treaty" for short).

4. In this regard, it is further confirmed that:

- the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty

- the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty

5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

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

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

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

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

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

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

Annexure B

Company Letter head

Date: {insert date}

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

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

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date{insert date} under the {Law of the Country}

2. It is a tax resident as per the Tax Laws of {country}.

3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____("the tax treaty" for short).
And/or
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
And/or
5. the Company hasagent(not of independent status) in India as stipulated in Article 5 of the tax treaty
And/or
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

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

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

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

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

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

For & On behalf of

{Insert name of the company}

BP 205315

BHEL, P.O. TERMS & CONDITIONS (INDIGENOUS)

The Purchase Order is subject to the following Terms & Conditions unless otherwise specified and directed. Vendors may also login to B2B portal (Link: https://www.bhelbpl.co.in/mm/) for any information regarding PO, rejections / acceptance, bills, etc.

1. ORDER ACKNOWLEDGEMENT:
Order acknowledgement must reach the concerned officer of Materials Management Division within 10 days of issue of purchase order. Failure to do so within stipulated period would be deemed to mean that the order has been accepted by the supplier.

2. PACKING:

2.1 The supplier shall securely protect and pack the goods against loss, damage or corrosion in the transit. Packing shall allow for easy removal and checking on site and comply with carrier conditions of packing or established trade practice.

2.2 Cases and packing materials shall be supplied free of charge unless otherwise agreed to. Wherever specifically agreed to, empties shall be returned at supplier's expenses but no liability will be accepted by BHEL in respect thereof.

2.3 Damage to the consignment resulting out of poor/inferior packing shall be to the account of the supplier.

3. MARKING:

3.1 The following details clearly marked on each case/box/packing/bundle and reel.
i) Consignee ii) BHEL Order No. iii) Gross Weight iv) Net Weight v) Dimensions in mm vi) Brief description of item vii) BHEL Destination Code (refer purchase order) viii) Consignor.

3.2 All marking for safety, proper handling, storage, protection etc. are to be clearly marked on the case as per Indian Standard.

4. CONSIGNEE:
Unless otherwise mentioned, all goods shall be consigned as noted below:

4.1 Road: AGM, Central Receiving Section Block VII, BHEL. Despatches must be arranged through BHEL's approved transporters on door delivery basis, in case of ex-works delivery terms.

4.2 Post/Air parcel: AGM, Central Receiving Section Block VII BHEL, Bhopal – 462 022.

4.3 Supplier not complying with instructions at (a) & (b) above shall do so at their risk and cost.

5. DOCUMENTATION:
The supplier shall forward four sets of the documents as details below: -

5.1 1st set to the concerned Purchase Officer, BHEL Bhopal- 462 022, comprising of following, as applicable:

5.1.1	GST Invoice	1 copy
5.1.2	Challan/Despatch Advice note	2 copies
5.1.3	Guarantee Certificate	2 copies
5.1.4	Test Certificate	2 copies
5.1.5	Photo copy of LR/RR	1 copy
5.1.6	MDCC	1 copy
5.1.7	Copy of E-way bill as applicable	1 copy

5.2 2nd set to AGM, Central Receiving Section, Block-VII, BHEL, Bhopal-462 022, comprising of: -

5.2.1	Original LR /RR (if not negotiated through Bank)	
5.2.2	GST Invoice	2 copies
5.2.3	Challan/Despatch Advice note	2 copies

5.3 3rd set to DGM, Purchase Bills Section, 4th floor Administrative Building, BHEL Bhopal- 462 022, Comprising of:-

5.3.1	Original Signed invoice	2 copies
5.3.2	LR copy	1 copy
5.3.3	Challan Copy	1 copy
5.3.4	Free Issue Material Statement (FIMS)	1 copy (For POs on Labour / mixed basis)
5.3.5	Scrap Retention Intimation Slip (SRIS)	1 copy (For POs on Labour / mixed basis)
5.3.6	Scrap Return Note (SCRN)	1 copy (For POs on Labour / mixed basis)
5.3.7	Copy of material issue gate pass	1 copy (For POs on Labour / mixed basis)
5.3.8	E & C Certificate	1 Copy For erection / commissioning bill payments
5.3.9	Price Variation Clause (PVC) calculation sheet in case PVC applicable	1 copy

Note: Vendor to issue tax invoices fully compliant with the GST invoice rules

5.4	4th set (Only in case of documents negotiated through Bank) to the bank separately for each P.O. comprising of:-	
5.4.1	Original LR/RR	
5.4.2	Signed invoice	2 copies
5.4.3	Test certificate	1 copy
5.4.4	Guarantee Certificate	1 copy

6. Tax paying document:

The original GST invoice indicating HSN/SAC CODES and drawn in favour of BHEL, Bhopal for each consignment shall accompany the transporters in case of road despatches and with R/R in case of rail despatches. In case of any other mode of despatch (such as Regd. Post Parcel/Air Parcel etc.) the same shall be forwarded to AGM, Central Receiving Section, Block-VII, BHEL, Bhopal-462 002 directly by registered post/hand delivery. The tax-paying document must not be enclosed inside the packing case. No GST shall be paid in the absence of the above document.

7. INDEMNITY:

Supplier shall indemnify BHEL against the following:

7.1 Any claim of Infringement of letters, patent or registered design by the use or sale of any article or materials supplied to BHEL and against all costs and damages, which may incur in any action for such infringement or for which BHEL become liable in any such action.

7.2 All claims for injury or damages caused by the supplier's negligence or negligence of supplier's employee or arising from any defect in the goods supplied or on the work carried out the supplier.

7.3 All claims for injury to the supplier's employees or agent's employees whilst on BHEL premise.

Any claim for material that has been rejected by BHEL and that has NOT been removed by supplier within 90 days of intimation regarding rejection.

BP 205316

BHEL P.O. TERMS & CONDITIONS (IMPORTED)

The Purchase Order is subject to the following Terms & Conditions unless otherwise specified and directed. Vendors may also login to B2B portal (Link: https://www.bhelbpl.co.in/mm/) for any information regarding PO, rejections / acceptance, bills, etc.

1. DOCUMENTATION (In English Language):

1.1 NON-NEGOTIABLE SET: COMPRISING OF FOLLOWING

1.1.1 Copy of non-negotiable Bill of lading / MAWB or HAWB with a mention of MAWB Number.

1.1.2 2 Copies of Signed Commercial Invoice.

1.1.3 2 copies of advice note/detailed packing list covering each item and quantity.

1.1.4 Certificate of Country of Origin (COO).

1.1.5 Inspection /Material / Mill Test Certificates.

1.1.6 Catalogue/Drg. for components (including casting & forging) and for Finished Goods, if applicable.

OR

Composition certificate for ferrous/non-ferrous metals/insulating & other raw material, casting & forging and other metallic components, if applicable.

1.2 DOCUMENTATION CLAUSE:

Copies of documents referred at Sl No. 1.1 above are to be e-mailed at following mail IDs within three days of dispatch of material for sea despatch and soon after despatch in case of air:

1.2.1 E-mail ID of Purchase Officer (mentioned in PO)

1.2.2 mmfe@bhelbpl.co.in

1.2.3 msseabpl@bhel.in (In case of sea freight)

1.2.4 msair@bhel.in (In case of air freight)

1.3 NEGOTIABLE SET:

1.3.1 Supplier should additionally forward 2 sets of documents mentioned at point 1.1.2 to 1.1.6 along with original Bill Of Lading through any international courier service / registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following:

AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of sea freight) msair@bhel.in (In case of air freight)	DGM (FIN- FP) 4th Floor, Administrative Bldg BHEL Bhopal - 462022 (India) E-mail : fin_fp@bhelbpl.co.in

And Confirm forwarding details to AGM (MM- FE), BHEL Bhopal at mmfe@bhelbpl.co.in

1.3.2 In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 1.1.2 to 1.1.6 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe@bhelbpl.co.in & msseabpl@bhel.in (for sea shipment) or msair@bhel.in (for air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

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

1.4 INSTRUCTIONS FOR DOCUMENTS:

1.4.1 Clean Bill of Lading/copy of AWB in triplicate to be drawn as below:

Shipper: Supplier details

Consignee: Government of India on behalf of BHEL BHOPAL

Note: Bank not to be notified as consignee or joint consignee.

1.4.2 B/L to be drawn as per delivery terms & conditions mentioned in Purchase Order

1.4.3 In case of HAWB a mention should be made of MAWB No.

1.4.4 Signed invoice should indicate item description, quantity, unit, rate and value of all items supplied in line with the Purchase Order. In case of subsequent shipment of short shipped items, reference of original invoice must be indicated.

1.4.5 In case of Free supply: It should be indicated if supply is against short shipment or replacement together with earlier shipment details & forward documents as per 1.1 & 1.2 above, invoice should indicate value of material for Customs purpose. In such cases, material should be supplied on Delivery Duty Paid (DDP) basis.

1.4.6 Packing list should include package wise details and each item clearly identified with the respective packing list.

1.4.7 Any Demurrage/Wharfage paid at the ports because of delay/discrepancy in the above documents will be to the account of supplier or their representative.

1.4.8 For correspondence language must be ENGLISH or HINDI.

1.4.9 Drawings & Patterns: All drawings & patterns supplied/paid for by BHEL will remain BHEL property and shall be returned to BHEL as and when demanded by BHEL.

2. CASE MARKING:

Following details should be clearly marked on each case.

2.1 Shipper: Supplier details.

2.2 Consignee : BHEL (BHOPAL) Via MUMBAI (INDIA)

2.3 BHEL ORDER NO _____

2.4 Port of Loading _____

2.5 Port of Discharge / Place of Delivery (In case of ICD) _____

2.6 Gross Weight _____kg

2.7 Net weight _____kg

2.8 Brief Description _____

2.9 Dimensions in mm _____

2.10 Supplier's Name_____

3. PACKING:

Material to be packed suitably for transport by Sea/Air (as the case may be) and subsequently by rail/road to destination point. In case of wooden packing, Fumigation / Phyto Sanitary certificate to be provided along with documentation. Damage to the consignment because of poor/inferior packing shall be to the account of supplier or their representative.

3.1 INSTRUCTION FOR PACKING:

3.1.1 All markings for safety, handling, storage, protection etc. are to be clearly indicated on the cases as per international practice.

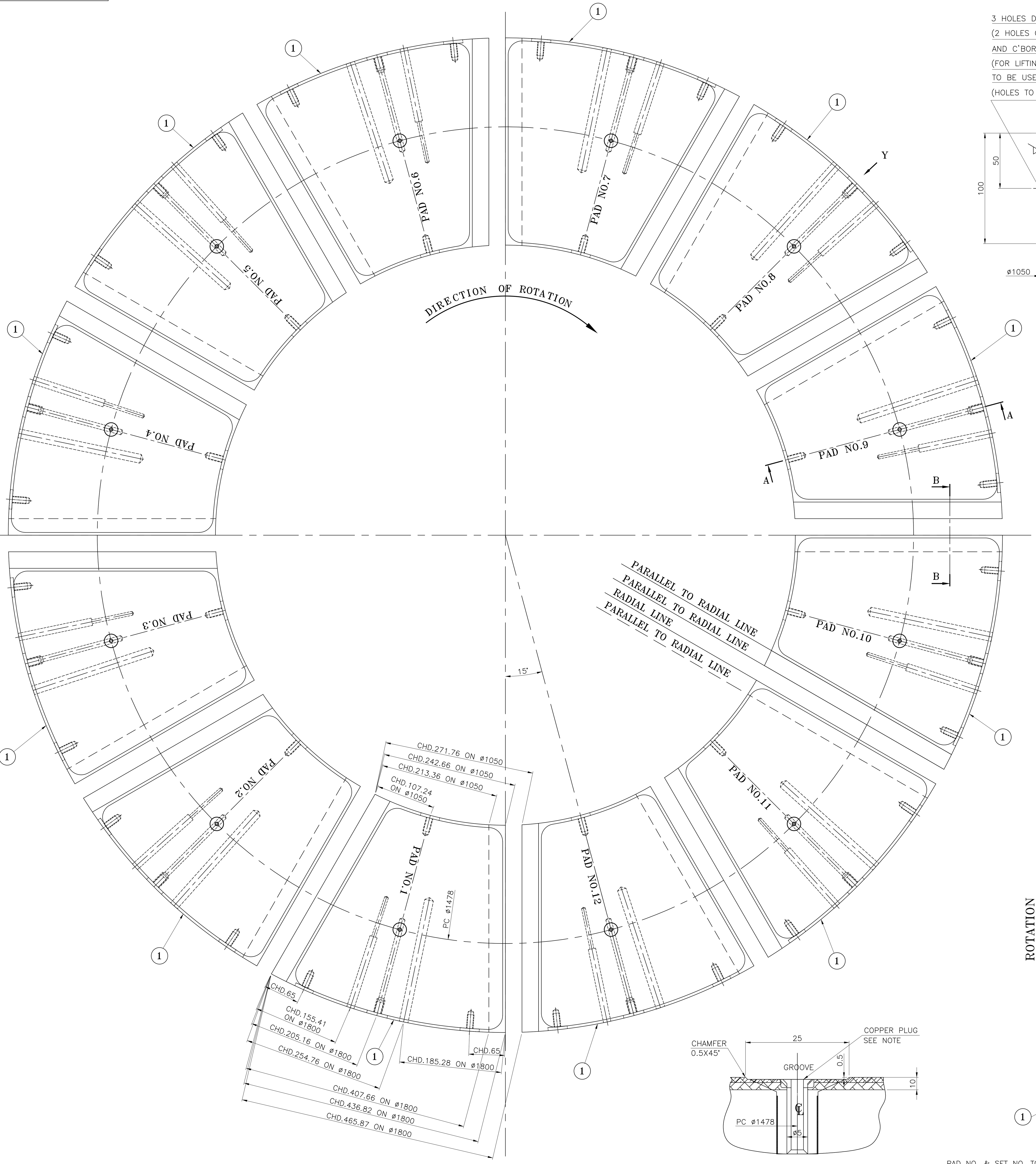
3.1.2 Special care should be taken in packing of hazardous material with all precaution for safety.

3.1.3 Proper care should be taken to ensure correct case marking and packing should be in accordance with the details in Advice Note/packing list. Any delay in clearance because of wrong case marking will be to the account of supplier or their representative. Similarly, If for any reason whatsoever discrepancies are noticed prejudicing our claim with underwriters/ carriers with consequential loss will also be to the account of supplier or their representative.

FIRST ANGLE PROJECTION

(ALL DIMENSIONS ARE IN mm)

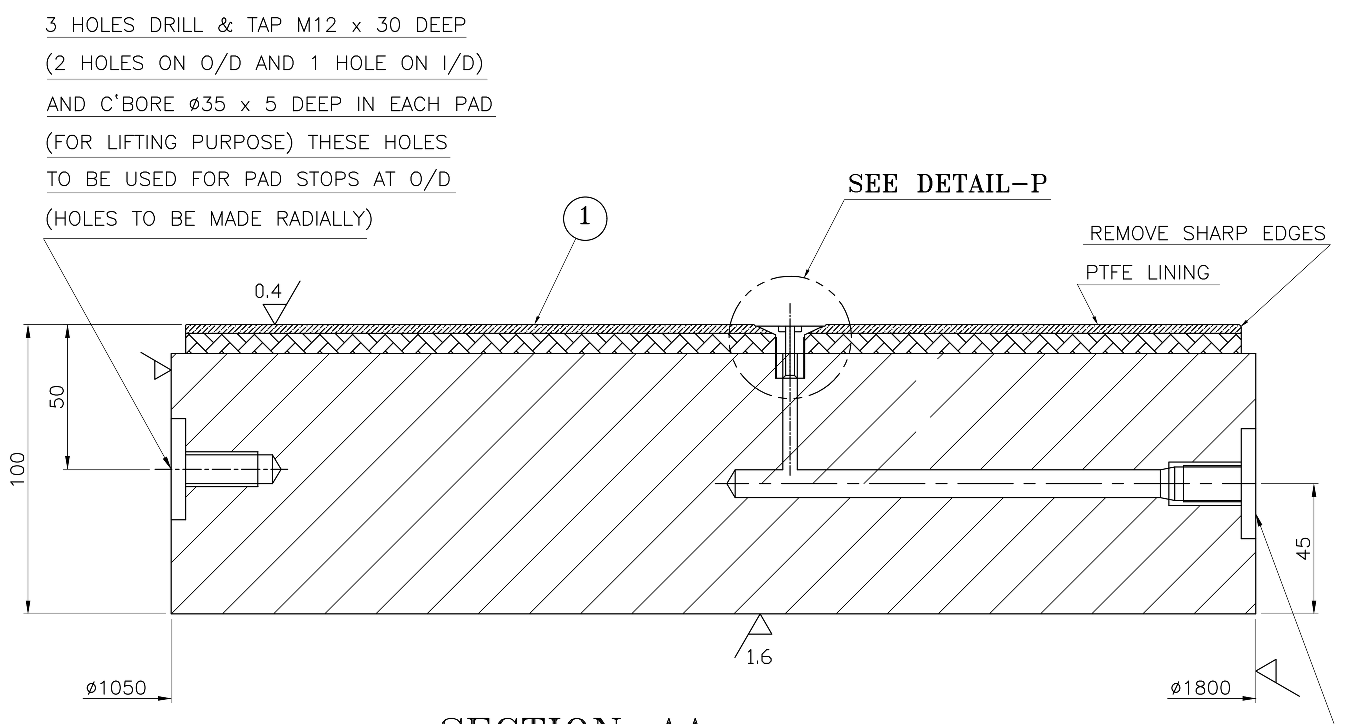
DRG. NO. 0 255 01 86601



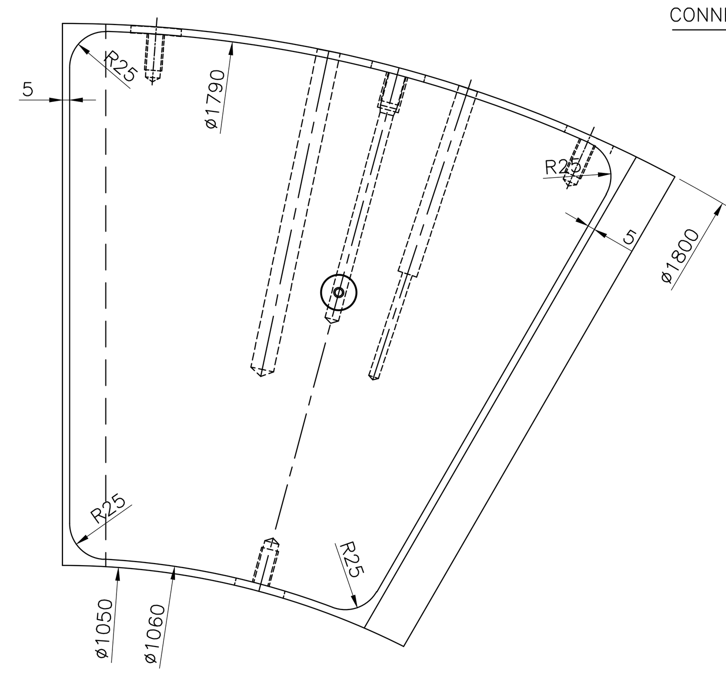
DOWN STREAM

ALL OVER

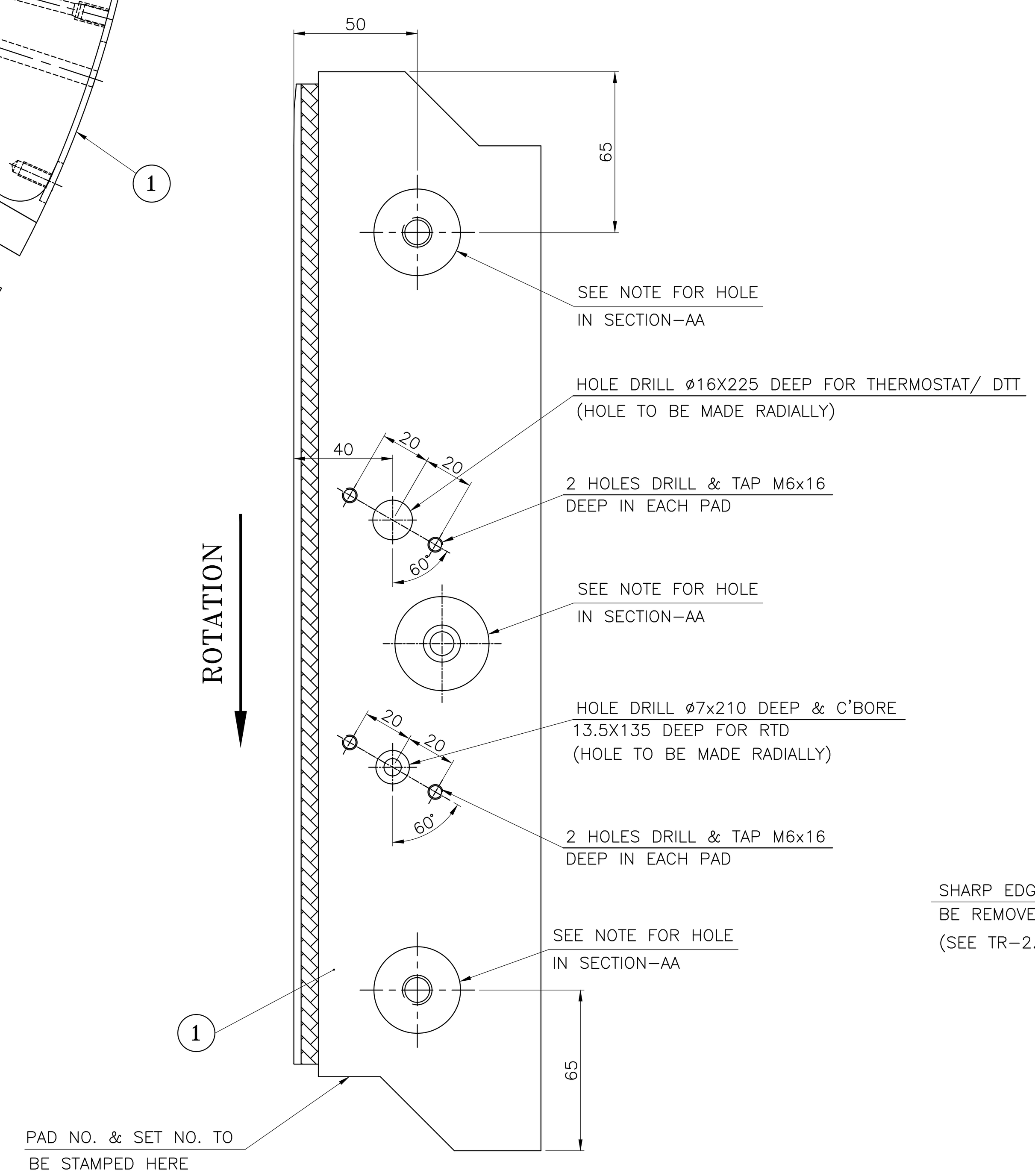
SET OF THRUST BEARING PADS



SECTION-AA



TOP VIEW OF PAD
SHOWING PTFE PROFILE



VIEW AS ARROW-Y
FOR RTD/DTT/ THERMOSTAT

CHAMFER
0.5X45°
25
COPPER PLUG
SEE NOTE
GROOVE
0.5
10
PC ø1478
ø5

ENLARGED DETAIL-P

DIRECTION OF ROTATION

TECHNICAL REQUIREMENTS:-

1. BASE METAL :-

1.1 THE BASE MATERIAL OF PAD SHALL BE M.S. PLATE TO DIN. EN 10025, Gr:S 275 J2G3 OR M.S.PLATE TO AA10119 (IS:2062-GR:B-FE 410 WB) CAN BE USED. IT IS TO BE HEAT TREATED FOR HYDROGEN DIFFUSION.

1.2 FULL AREA OF PLATES TO BE ULTRASONICALLY TESTED FROM BOTH SURFACES AS PER CATEGORY 2 OF B.H.E.L. STANDARD AA0850118, 'ULTRASONIC TESTING, CLARIFICATION AND ACCEPTANCE STANDARDS FOR STEEL FORGINGS, BILLETS

1.3 THE SURFACE FINISH OF ALL MACHINED SURFACES SHOULD BE 3.2 MICRONS OR BETTER EXCEPT OTHERWISE STATED.

2. FINISHED PADS :-

2.1 FOR THRUST PADS :-

a) STEEL AND PTFE SURFACES TO BE FLAT WITHIN 0.01mm MEASURED BY USING BS 817 GR '0' SURFACE PLATE AND THICKNESS VARIATION NOT TO EXCEED 0.02MM IN EACH PAD.

b) FOR INTERCHANGEABILITY, THICKNESS VARIATION FROM PAD TO PAD OF EACH SET SHOULD BE WITHIN 0.03mm.

2.2 TEST THE PAD MATERIAL & PTFE MATERIAL & ITS BONDING AS PER APPROVED QA PLAN.

2.3 STAMP SET NOS & PAD NOS. ON EACH PAD IN LOCATION INDICATED.

2.4 PACKING TO BE DONE IN ACCORDANCE WITH DRG. NO.32550101400 BY SUPPLIER.

2.5 SUITABLE GROOVES/PROVISION FOR PAD WEAR INDICATION FOR PTFE LINING SHALL BE PROVIDED BY SUPPLIER.

3. DIMENSIONAL REQUIREMENTS:-

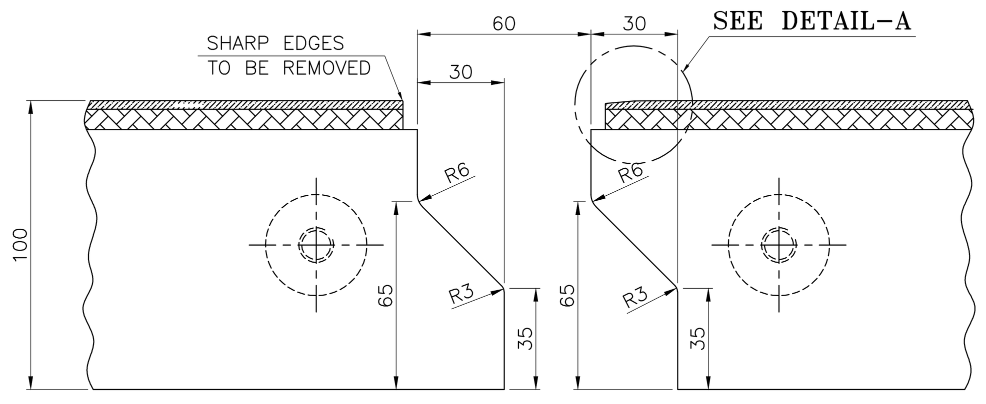
3.1 THE CHORD DIMENSIONS OF THRUST PADS SHALL BE WITHIN $^{+0}_{-0.5}$ MM.

3.2 THE PITCHING OF VARIOUS HOLES SHALL BE WITHIN ±1 MM. EXCEPT OTHERWISE STATED.

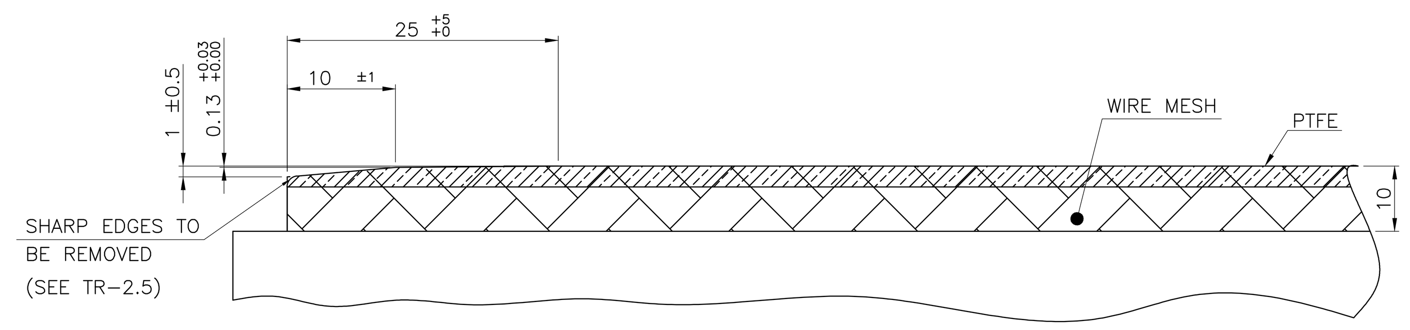
3.3 ALL OTHER DIMENSIONS RELATED TO GEOMETRY AND SHAPE OF PAD SHALL BE WITHIN ±0.25 MM.

NOTE FOR SUPPLIER:-

1. COPPER PLUG DESIGN AND DETAIL TO BE FURNISHED BY SUPPLIER AT THE TIME OF APPROVAL.
2. PTFE SURFACES OF THE PADS MUST BE FREE FROM DIRT, DENTS, SCRATCH & HAIRLINE MARKS ETC.
3. SHARP EDGES OF PTFE TO BE REMOVED AS SHOWN IN THE DRAWING. CHAMFERING SHOULD NOT BE DONE FOR REMOVING SHARP EDGES.
4. THE METAL BASE SURFACES SHOULD BE PROPERLY CLEANED & SURFACE FINISH SHOULD BE AS PER DRAWING AND METAL SURFACES SHOULD BE FREE FROM DENTS MARKS, RUSTING AND BLACK COLOUR PATCH MARK ETC.
5. THE COPPER PLUG FITMENT SHOULD BE ADEQUATE IN THE PADS. THE BONDING EDGES OF COPPER PLUG SHOULD BE NOT HAVE ANY CAVITY, DEFECT ETC.
6. TOP EDGE OF COPPER PLUG SHOULD HAVE PROPER CHAMFER AS SHOWN IN THE DRG.
7. THERE SHOULD BE NO PROJECTION OF METAL WIRE AT BONDING EDGE I.E. BETWEEN PTFE AND METAL.



SECTION-BB



SEE DETAIL-A

VAR.00	REMARKS	VAR NO.	ITEM NO.	DESCRIPTION	STD.	DRAWING NO.	IT.NO. / VAR.	MATL. CODE / MATL. SPCN.	A C	UNIT	UNIT WT. / QTY.
			001	PAD SEGMENT					NA	NA	92.0 / 012

CARD TYPE-3 — CARD TYPE-2 — CARD TYPE-1

ADDITIONAL INFORMATION	W.O. 34108 TO 11 P-231-55
STATUS OF DRAWING	'U'
DISTRIBUTION OF PRINTS	HGE-3, TEX-1, HGM-4, TGM-2
उत्पाद का प्रकार या ग्राहक/परियोजना का नाम / TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT	HGS 803/144-24D THDC/VISHNUGAD PIPALKOTI HEP
भारत हेवी इलेक्ट्रिकल्स लिमिटेड भोपाल	BHARAT HEAVY ELECTRICALS LTD. BHOPAL

	नाम/ NAME	हस्ता./ SIGN	दिनांक/DATE
बनाया DRN	BP		09.12.15
जाँचा CKD	VG		09.12.15
स्वीकृत APPD	DKC/MGS		09.12.15

वे.रि. की संख्या NO. OF VAR: 00

विभाग DEPT	उन. टाल. माप की श्रेणी UNTOL.DIMS. GR.	अनुपात SCALE	भार कि.ग्रा. WEIGHT (K.G.)	उसे. ड्राइंग का संदर्भ REF. TO ASSY. DRG.	मद क्र. ITEM NO.	मद संख्या NO. OF ITEM
HGE, कोड CODE 403	3 2500001404	NTS	-	1 255 01 86601	001	001

शीर्षक/ TITLE: SET OF THRUST BEARING PADS

ड्राइंग क्र./DRAWING NO. 0 255 01 86601 — पुन./REV 00

पृष्ठ क्र./SHT. No. 01 — पृष्ठों की संख्या/NO. OF SHT. 01

REV. | DATE | ALTERED Sd/- | CHECKED Sd/- | APPROVED

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INVENTORY NO. | SIGN. & DATE | REF. DRG. NO.

A0

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2453868/2026/HEP-MGE40300

FIRST ANGLE PROJECTION

(ALL DIMENSIONS ARE IN mm)

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DRG. NO. 3 255 01 01 400

PACKING SPECIFICATIONS FOR THRUST AND GUIDE BEARING PADS

1.0 GENERAL

THIS PACKING SPECIFICATION COVERS METHOD OF PACKING FOR THRUST AND GUIDE BEARING PADS FOR HYDROGENERATORS

2.0 TIMBER

THE TIMBER USED FOR THE PACKING CASES SHOULD BE DRY AND SEASONED AND FREE FROM FUNGUS AND ROT

3.0 LINING OF PACKING CASES

3.1 THE FOUR SIDES AND THE TOP WILL BE LINED FROM INSIDE BY BITUMINISED KRAFT PAPER TACKED AT SUITABLE PLACES THERE SHOULD NOT BE ANY GAP BETWEEN THE PLANKS OF THE PACKING CASES OVERLAPPING JOINTS SHOULD BE USED.

3.2 IN ADDITION TO THE BITUMINISED KRAFT PAPER THE TOP COVER WILL HAVE A LAYER OF TARFELT/POLYTHENE ADDED OVER THE PAPER. THIS TARFELT/POLYTHENE SHOULD PROJECT ABOUT 50 mm ON ALL SIDES.

4.0 METHOD OF PACKING THRUST AND GUIDE BEARING PADS

4.1 CLEAN THE STEEL SURFACES TO MAKE THEM FREE FROM MOISTURE & DIRT. BRUSH THE PAD EXCEPT THE WHITE METAL SURFACE WITH TEMPORARY RUST PREVENTIVE PAINT. AFTER DRYING. BRUSH THE PAD EXCLUDING WHITE METAL SURFACE WITH PLASTIPEEL AND DRY.

4.2 WRAP THE PAD IN POLYTHENE PAPER

4.3 PUT VCT PAPER INSIDE THE BAG ON BOTH SIDES, ACTIVE SURFACE FACING THE PAD.

4.4 SEAL THE POLYTHENE PAPER AND PUT IT IN A WOODEN BOX HORIZONTALLY, KEEPING WHITE METAL SURFACE UPWARDS. PUT A 10 mm. TK THERMOCOLE SHEET ON THE WHITE METAL SURFACE. CLOSE THE BOX WITH WOODEN COVER. THE COVER SHALL BE SCREWED/ BOLTED ON TO THE BOX. LIFTING HANDLES/HOOKS SHALL BE PROVIDED ON EACH BOX.

4.5 STACK HALF SET OF WOODEN BOXES CONTAINING INDIVIDUAL PADS (OR MAXM 6 NOS) SIDE BY SIDE IN ANOTHER WOODEN BOX PUT AND NAIL THE STAYS BETWEEN THE TWO INDIVIDUAL BOXES TO SECURE THEM FIRMLY AGAINST ANY RELATIVE MOVEMENT.

5.0 STRAPPING OF THE CASE

5.1 STEEL STRAP 20/25 mm. WIDE SHOULD BE STRAPPED AROUND THE CASE, TENSIONED AND CRIMPED. THERE SHOULD BE ATLEAST 2 STRAPS PER CASE. THESE STRAPS SHOULD BE ACROSS THE TOP COVER. NAILS SHOULD NOT BE USED FOR FIXING THE STEEL STRAPS TO THE CASING INSTEAD, TACKS NOT MORE THAN 20mm. LONG TO BE USED IF AT ALL REQUIRED.

5.2 USE STEEL CORNER STRAPS WHEREVER NECESSARY

6.0 MARKINGS

THE CASE WILL HAVE THE FOLLOWING MARKINGS.

a) SLINGING POSITION INDICATOR
b) UPRIGHT POSITION INDICATOR
c) ADDRESS OF CONSIGNEE
d) CASE IDENTIFICATION NUMBER
e) DIMENSIONS OF CASE (OUTSIDE) L W H
f) WEIGHTS: NET GROSS
g) ANY SPECIAL INSTRUCTION THAT IS ADDED IN PACKING INSTRUCTION SHEET
h) CAUTION "DO NOT THROW"
i) PROJECT:-
j) WORK ORDER NO/ PURCHASE ORDER ORDER NO WITH DATE

ADDITIONAL INFORMATION				TYPE OF PRODUCT OR NAME OF CUSTOMER / PROJECT	HYDROGENERATOR	STANDARD DRAWING	
STATUS OF DRAWING						REVISIONS TO BE APPROVED BY STANDARD GROUP	
DISTRIBUTION OF PRINTS				BHARAT HEAVY ELECTRICALS LTD. BHOPAL			
HGE	1	PIM	4				
TFX TCX(HRP)	4 1		1				

REV.	DATE	ALTERED / CHECKED	DEPT	GRADE OF UN.TOL. DIM. C/M/F	SCALE	WEIGHT (Kg)	REF. TO ASSY. DRG.	ITEM NO.	NO. OF ITEMS
01	17-4-92	ALTERED 21.5.93 / CHECKED	HGE CODE 403		N.A	N.A	NA		NA

DRG. RETRACED. CLAUSE 4.4 MODIFIED IN CLAUSE 6.0 h,i,j ADDED.

	NAME	SIGN	DATE	NO. OF VAR.
DRN.				
CHD.				
APPD.	V.S.A.	Sd.	13-5-81	NA

TITLE: PACKING SPECIFICATIONS FOR THRUST AND GUIDE BEARING PADS

CARD CODE

DRAWING NO. 3 255 01 01 400 REV. 01

SHEET NO. 1 NO. OF SHEETS 1

SIZE A3

INVENTORY NO. | SIGN. & DATE | REF. DRG. NO.

P. O. No.: 3716113
Supplier Code: K 0273

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3-255-01-01-400

2453875/2026/HEP-MEX35301

ULTRASONIC TESTING, CLASSIFICATION AND ACCEPTANCE STANDARDS FOR STEEL FORGINGS, BILLETS AND BLOOMS

1.0 SCOPE:

This standard deals with the ultrasonic testing of steel forgings, billets and blooms. The procedure covers pulse echo direct contact manual ultrasonic flaw detection technique. This standard does not apply to austenitic steel forgings.

2.0 PERSONNEL REQUIREMENT:

Personnel performing non-destructive examination and evaluation shall be qualified to the recommended practice SNT - TC - 1A or any other recognised practice.

3.0 EQUIPMENT CHARACTERISTICS:

3.1 Frequency range:

The ultrasonic equipment shall be suitable for operating at frequencies within the range of 0.5 to 6 MHz.

3.2 Sensitivity:

The sensitivity of the equipment shall be tested to ensure that the number of full screen back wall echo is not less than that given below, when the appropriate probe is placed on the metalised surface of plastic insert of the Indian Standard reference block (IS:4904)/IIW block.

Frequency range, MHz	Min.No. of full screen back echoes
1	5
2	4
4 to 6	2

3.3 Resolution:

The resolution of the equipment and probe combined shall be such as to show separately indications of the three grooves in the IIW - VI block.

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2453875/2026/HEP-MEX35301

4.0 SURFACE CONDITION:

The test surface shall be free from loose scales, rust and such other extraneous material that would interfere with the ultrasonic energy transmission. In case of machined surface, it is desirable to have a surface finish of 6.25 microns or better. A gramophone record type of finish and tear produced by machining tools shall be avoided since these give rise to spurious echoes and cause probe wear.

5.0 COUPLANT:

To ensure adequate transmission of ultrasonic energy between the probe and the test object, a suitable couplant having good wetting characteristics such as oil, grease, water, glycerine or cellulose paste shall be used.

6.0 TESTING TECHNIQUE:

6.1 Selection of testing technique shall be made after giving due consideration to the method of manufacture and shape of the object tested. Testing technique should be such that each and every part of the object volume is scanned at least once. Successive scans shall overlap a minimum of 15% of the probe width. Uniform contact shall be maintained between probe and object and scanning speed shall not exceed 100 mm/ second. The following techniques are considered to be minimum for providing adequate coverage.

6.2 Scanning Scheme (Solid And Hollow Forgings):
Complete length of the forging shall be scanned radially from sides / cylindrical surface through 360° using longitudinal wave probe. Whenever practicable the forging shall be scanned in axial direction also. Hollow forgings, and when necessary, solid forgings also shall be scanned using appropriate shear wave probes to detect axial and radial cracks. Hollow forgings are the forgings made hollow on the press by punching or ring rolling operation.

6.3 Solid Rectangular Forgings, Billets And Blooms:
Complete length of the object shall be scanned from two adjacent faces and whenever practicable one end face using longitudinal wave probe.

6.4 Radial cracks on round sections which can not be detected by normal testing method may be subjected to other crack detection methods such as MPI.

7.0 SCANNING:

7.1 Probes and Frequency:
Overall scanning shall be done using 2 MHz nominal, 20-25 mm diameter probes except when large grain size and path length make it necessary to use a lower frequency. Smaller probes may be used when necessary. However, for forgings intended for backing material for white metal lined bearings, the examination shall be carried out by 4 MHz probes.

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2453875/2026/HEP-MEX35301

7.2 Time Base Calibration:
The time base shall be calibrated using a calibration block or a known dimension of forging under examination.

7.3 Sensitivity:

7.3.1 When Calibrated Attenuator Is Not Available:

Reference sensitivity of equipment shall be set such that the maximum acceptable defect equivalent flat bottomed hole in the test block is equal to 75% of the full screen height. Testing shall be carried out at the highest sensitivity possible.

7.3.2 When Calibrated Attenuator Is Available:

The sensitivity of the equipment during scanning shall be set 6 dB more than the sensitivity required to give a full screen height echo from the maximum acceptable size of defect.

Note: The above sensitivity level adjustment is purely for scanning purposes. Once a defect is encountered, the sensitivity shall be brought down to estimate the size of defect for evaluation of the material under test.

8.0 ESTIMATION OF FLAW SIZE:

8.1 Large Size Flaws:

The size of large flaws can be estimated by moving the probe in all directions and plotting the midpoint of the probe when echo falls to 50 percent or 6 dB.

8.2 Small Size Flaws:

8.2.1 When Calibrated Attenuator Is Not Available:

8.2.1.1 The size of the flaw may be estimated by comparing with the echoes of the flat bottomed holes at appropriate depths in a test block of ultrasonically similar material.

8.2.1.2 The size of the flaw may also be estimated by moving probe successively in all the four directions at right angles to each other and plotting the mid point of the probe when echo height falls to 50% or 6 dB. Due allowance shall also be made for beam spread, depth and orientation of flaw and diameter of the forging if the scanning is done from the curved surface.

8.2.2 When Calibrated Attenuator Is Provided With The Equipment:

The size of the flaw (smaller than the beam spread) can be estimated accurately in millimetres of equivalent circular flaw with the help of Krautkramer's DGS (Distance - gain - size) diagram. Method of estimating flaw size using a DGS diagram is given in Annexure - A.

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9.0 CLASSIFICATION OF FORGINGS, BILLETS AND BLOOMS:

9.1 Forgings, billets and blooms are classified into the following five categories depending upon the defect size admissibility for the purpose of ultrasonic testing:

Category	Unacceptable defects
1	(i) Cracks, flakes, seams & laps. (ii) Defects giving indication larger than that from a 2 mm diameter equivalent flaw. (iii) Groups of defects with maximum indication less than that from a 2 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 70%. (iv) Defects giving indications of 1 to 2 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.
2	(i) Cracks, flakes, seams & laps. (ii) Defects giving indication larger than that from a 4 mm diameter equivalent flaw. (iii) Groups of defects with maximum indication less than that from a 4 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 50%. (iv) Defects giving indications of 2 to 4 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.
3	(i) Cracks, flakes, seams & laps. (ii) Defects giving indication larger than that from a 6 mm diameter equivalent flaw. (iii) Groups of defects with maximum indication less than that from a 6 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 40%. (iv) Defects giving indications of 3 to 6 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.
4	(i) Cracks, flakes, seams & laps. (ii) Defects giving indication larger than that from a 10 mm diameter equivalent flaw. (iii) Groups of defects with maximum indication less than that from a 10 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 20%.

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(iv) Defects giving indications of 5 to 10 mm diameter equivalent flaw separated by a distance less than four times the size of the larger of the adjacent flaws.

5 (i) Cracks, flakes, seams & laps.
(ii) Defects giving indication larger than that from a 15 mm diameter equivalent flaw.
(iii) Groups of defects with maximum indication less than that from a 15 mm diameter equivalent flaw which cannot be separated at testing sensitivity if the back echo is reduced to less than 10%.

Note: Loss of back wall echo not attributable to the presence of defects or geometry and exceeding the limits mentioned in item (iii) of each category of unacceptable defects shall be a cause for rejection.

ANNEXURE - A

The equivalent flaw size curves of the DGS diagram is prepared by plotting the amplitude in decibels from a series of circular reflectors with increasing distance from the probe in water and so the graph incorporates only the loss in water. When it is found that the attenuation in the material under test is more (this can be checked using back echo curve of DGS diagram), this shall be taken into account while calculating the flaw size. Corrections will not be required for majority of heat treated forgings when tested with 2-4 MHz probes.
A step by step method of estimating flaw size using universal DGS diagram is given below:

(a) Adjust the depth range of the equipment to the required depth.

(b) Adjust the back echo to 70% of screen height from a defect free area parallel wall of the material under test or ultrasonically similar test block and note the dB value (A) on the calibrated gain control.

(c) Mark on the back echo curve of the diagram, the back wall of the distance in terms of near field in millimetres in the case of universal DGS diagram.

(d) Move the probe to the defective area and get the maximum defect echo. Read off the flaw depth. Increase the gain with the calibrated gain control until echo height reaches 70% of screen height. Note the attenuator reading in dB (B).

(e) Calculate the gain (G) in dB by subtracting 'A' from 'B'. Count off the gain 'G' downwards from the marked point on the back echo curve, and then move horizontally to intersect the vertical line from the base line corresponding to the flaw depth 'D' in terms of near field in the case of universal diagram.

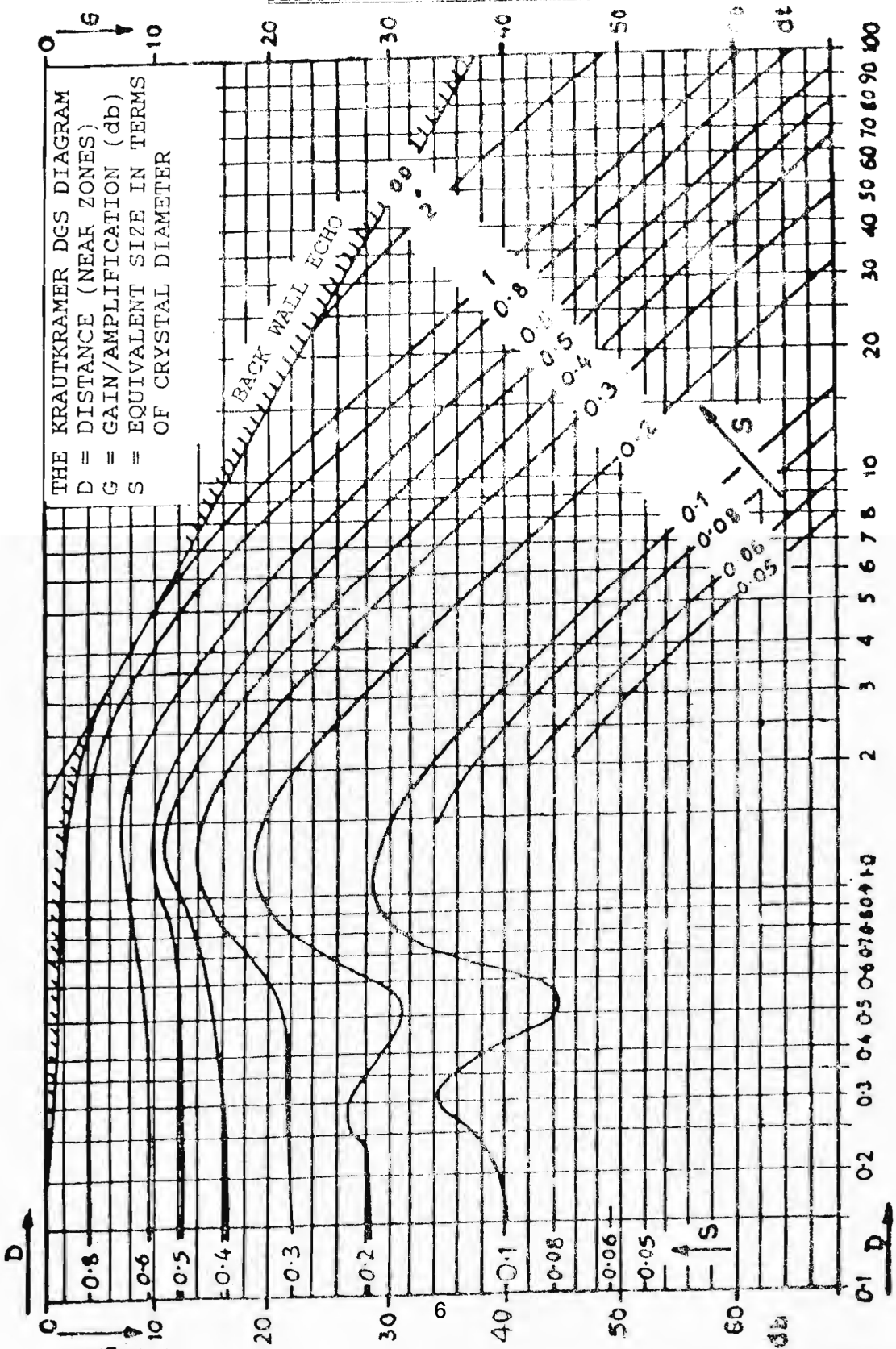
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CORPORATE STANDARD

(f) Note the equivalent flaw size curve passing through the above point. Multiply the reduced flaw dimension (S) of the curve by the probe diameter to give the equivalent flaw size in millimetres.

ANNEXURE - A

KRAUTKRAMER'S DGS DIAGRAM



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MANUFACTURER'S NAME AND ADDRESS:	MANUFACTURING QUALITY PLAN		PROJECT :
	Item: PTFE thrust beaing pads	**QP NO.** : QA/HG/PTFE/VPHEP **REV NO.** : 02	**PACKAGE** : Electro mechanical
	SUB-SYSTEM: Generator & Auxiliaries	**CONT. NO.** : **DATE** : 03.07.2026 **PAGES** : 2 Nos.	**CONTRACT NO.** : **PO NO.** : **MAIN SUPPLIER** : BHEL, Bhopal

SL.NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK**		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD*		AGENCY**			REMARKS
					M	B					M	I	B	
1	2	3	4	5	6		7	8	9	10	11			12
1.1)	**RAW MATERIAL**													
a)	Steel base	Chemical analysis including cardon equivalent	MAJ	Chem.	Sample	Sample	As per drawing & spec.	As per drawing & spec.	TC	-	V	V	V	
		Mechanical analysis (UTS, YS, elongation etc.)	MAJ	Mech.	Sample	Sample			TC	-	V	V	V	
b)	PTFE (raw material)	Chemical/Mechanical analysis	MAJ	Chem./Mech.	Sample	Sample	As per approved drawing & spec.	As per approved drawing & spec.	TC	-	V	V	V	
c)	PTFE sheet	Mechanical analysis (UTS, YS, elongation etc.)	MAJ	Mech.	Sample	Sample	As per approved drawing & spec.	As per approved drawing & spec.	TC	-	V	W	V	Refer TS clause 4.4
1.2)	**MACHINED COMPONENTS IN PROCESS**													
a)	Steel base	Dimensional	MAJ	Measurement	100%	100%	As per drawing & specf.	As per drawing & specf.	RR	√	P	V	V	
		Ultrasonic test	MAJ	Mechanical	100%	100%	As per drawing & specf.	AA0850118 (BHEL)	RR	√	P	V	V	
b)	PTFE	Dimensional, preparation and its bonding on Steel Base	MAJ	Measurement	100%	100%	As per approved drawing & spec.	As per approved drawing & spec.	RR	-	P	V	V	
1.3)	**FINAL INSPECTION**													
a)	Over all dimensions (Measurement)	Dimensional	MAJ	Measurement	100%	100%	As per drawing & specf.	As per drawing & specf.	TC	√	P	W	V	
b)	PTFE thrust pad test	Bonding strength test	MAJ	Measurement	Sample	Sample	As per approved drawing & spec.	As per approved drawing & spec.	TC	√	P	W	V	Refer TS clause 4.7
		Wear resistance test	MAJ	Measurement	Sample	Sample	As per approved drawing & spec.	As per approved drawing & spec.	TC	√	P	W	R	
		Elastic modulus, load test	MAJ	Measurement	100%	100%	As per approved drawing & spec.	As per approved drawing & spec.	TC	√	P	W	V	Refer TS clause 4.5 & 4.6
		PTFE composition test	MAJ	Measurement	100%	100%	As per approved drawing & spec.	As per approved drawing & spec.	TC	√	P	W	R	Refer TS clause 4.2
		Shore hardness (D-Scale)	MAJ	Measurement	100%	100%	As per approved drawing & spec.	As per approved drawing & spec.	TC	√	P	W	R	Refer TS clause 4.3
c)	Visual checks	Mfg. defects i.e blow holes, cracks (surfaces & bonding edges), scratch marks, rusting, unmachined surface, uneven surface, blisters, raised face, swelling adhesion and dirt. RTD, DTT and HS hole shall not punture with each other.	MAJ	VISUAL	100%	100%	As per drawing & specf.	As per drawing & specf.	TC	-	P	W	R	

MANUFACTURER'S NAME AND ADDRESS:	MANUFACTURING QUALITY PLAN	PROJECT :
	Item: PTFE thrust beaing pads	**QP NO.** : QA/HG/PTFE/VPHEP
		REV NO. : 02
	SUB-SYSTEM: Generator & Auxiliaries	**CONT. NO.** :
		DATE : 03.07.2026
		PAGES : 2 Nos.
		PACKAGE : Electro mechanical
		CONTRACT NO. :
		PO NO. :
		MAIN SUPPLIER : BHEL, Bhopal

SL.NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK**		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD*		AGENCY**			REMARKS
					M	B					M	I	B	
1	2	3	4	5	6		7	8	9	10	11			12
d)	PTFE thrust bearing pads	Dimensional, Flatness & Roughness of the pad surface	MAJ	Measurement	100%	100%	As per drawing & specf.	As per drawing & specf.	TC	√	P	W	V	
		UT of base material	MAJ	UT	100%	100%	As per drawing & specf.	As per drawing & specf.	TC	√	P	W	V	
		DP of PTFE lining top surface.	MAJ	Mechanical	100%	100%	As per drawing & specf.	As per drawing & specf.	TC	√	P	W	V	Refer TS clause 4.8
e)	Other miscellaneous test	•ASTM D4894 (for material requirement for PTFE granular resin) •ASTM D4745 (for PTFE material qualification): •ASTM G99 (pin on disk test)	MAJ	TESTS	100%	100%	As per relevant / equivalent staandard	As per relevant / equivalent staandard	TC	√	P	W	V	Refer TS clause 4.9
f)	Packing	To avoid damage during transit, long storage, labelling and marking	MAJ	VISUAL	100%	100%	As per drawing & specf.	As per drawing & specf.	TC	-	P	W	R	Refer TS Clause 6.4
1.4)	**FINAL INSPECTION AT BHEL (REPEAT TEST)**													
a)	Over all dimensions (Measurement)	Dimensional	MAJ	Measurement	100%	100%	As per drawing & specf.	As per drawing & specf.	RR	√	-	-	P,W	
b)	Visual checks	Mfg. defects i.e blow holes, cracks (surfaces & bonding edges), scratch marks, rusting, unmachined surface, uneven surface, blisters, raised face, swelling adhesion and dirt. RTD, DTT and HS hole shall not punture with each other.	MAJ	VISUAL	100%	100%	As per drawing & specf.	As per drawing & specf.	RR	-	-	-	P,W	
c)	PTFE thrust bearing pads	Dimensional, Flatness & Roughness of the pad surface	MAJ	Measurement	100%	100%	As per drawing & specf.	As per drawing & specf.	RR	√	-	-	P,W	
		DP of PTFE lining top surface.	MAJ	Mechanical	100%	100%	As per drawing & specf.	As per drawing & specf.	TC	√	-	-	P,W	

		LEGEND: * Records, indentified with "Tick" (√) shall be essentially submitted by supplier in QA documentation. ** **M:** Manufacturer/Sub-supplier, **B:** BHEL, **I:** TPI. **P:** Perform, **W:** Witness, **R:** Review and **V:** Verification as appropriate. **RR:** Review of record. **CHP:** TPI shall identify in column **"I"** as **"W"**. **TS:** Technical specification	**DOC. NO.:**	**REV:**	**DT.:**
				CATEGORY:	
MANUFACTURER / SUB-SUPPLIER SIGN.	**MAIN SUPPLIER SIGN.**		**FOR THDC USE**	**REVIEWED BY SIGN.**	**APPROVED BY SIGN.**	**APPROVAL SEAL**

BHOPAL	TECHNICAL PRE-QUALIFICATION REQUIREMENTS (T-PQR) HYDRO GENERATOR ENGINEERING DIVISION	DOC. NO. : HGG-1912 DATE: 24/10/2026 REV. - 03 PAGE 1 OF 1

Technical Pre-Qualification Requirements (T-PQR) for PTFE lined thrust bearing pads for hydro-generators.

S. No.	Description of pre-qualification requirement	Vendor Response	
		Complied /Not complied	Supporting Documents required to accept compliance
1	Manufacturers of PTFE lined thrust bearing pads / their authorized representative.		Certificate of being manufacturer (for manufacturer) / authorization from the manufacturer (for authorized representative).
2	Company to be certified with ISO 9001 – 2015 OR certified with Quality Management system		Valid certificate / certified Quality Management System to be submitted.
3	The experience of manufacturing PTFE lining based thrust bearing pads and supply of the same during last 15 years with following criteria: a) Atleast 1 supply where thrust bearing design load is in range 100,000 kg to 400,000 kg AND b) Atleast 1 supply where thrust bearing design load is in range 400,001 kg or more.		Supplier to furnish following relevant details of those power houses (A) i. Name & location of power house, ii. Thrust bearing design load (in kg), iii. Pad size ***(Note. Sl. No. i, ii and iii above can be on self-certification basis)*** iv. unpriced PO or invoice copies. v. Product satisfactory performance feedback letter/ certificate/ end user feedback/ enduser email/ Inspection certificate of TPI. **Or** (B) For BHEL Bhopal supply experience of PTFE thrust bearing pads, BHEL PO no., PO date [*since all details as per (A) will be available with BHEL for evaluation*]
4	All correspondence and documents shall be in ENGLISH language. If any document provided by vendor is in any language other than English, it must be supported with its English translation.		Compliance

Note:

1. Compliance to above Pre-qualification requirements are mandatory. In absence of compliance of above requirements vendor PQ application is liable to be rejected.
2. BHEL has right to verify information/ confirmation furnished, by asking additional documents proofs etc.
3. Suppliers to **mandatorily** fill Sub –Vendor Questionnaire form (enclosed in enquiry) along with all required details & documents, which will be forwarded to the Customer (THDC) for approval. If Supplier fails to submit the Sub vendor Questionnaire form and relevant documents along with offer, then their offer will be rejected.
4. Price bid of only those Suppliers, who are approved by the Customer (THDC), will be opened.
5. The reference date for 15 years experience shall be the date of Enquiry.

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TECHNICAL SPECIFICATION

FOR

POLY-TETRA-FLOURO-ETHYLENE FACED

THRUST BEARING PADS

FOR

HYDROGENERATOR (4x111 MW, 250 RPM)



HYDROGENERATOR ENGINEERING DIVISION
BHARAT HEAVY ELECTRICALS LIMITED
BHOPAL – 462021

Doc.No.	HG/PTFE/VPHEP-001	Rev.	00
		Rev. date	**03.07.2026**
Revision Details			

PREPARED BY:	**CHECKED BY / APPROVED BY**		
VG	**DKC**		
-sd-	-sd-		

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1) GENERAL CONDITIONS

1.1) GENERAL INSTRUCTIONS TO SUPPLIERS

a.) Bid shall be in two parts i.e. Part-1: Technical & Part-2: Commercial; Details shall be as per specification enclosed.

b) Any deviations shall be clearly brought out in the offer clause-wise and document-wise in the first instance itself with clarifications/justifications. Incomplete offer will be rejected. BHEL has the right to verify information / confirmation furnished, by asking additional documents, proofs etc.

(c) As per Customer's (THDC) requirement, Supplier's Credentials have to be approved by THDC. Therefore, price bid of only those Suppliers will be opened whose credentials are approved by the Customer (THDC). Therefore, Suppliers have to MANDATORILY submit their drawing, quality assurance plan "QA/HG/PTFE/VPHEP" and filled up Sub-Vendor Questionnaire form with all required details & documents signed and sealed along with their technical offer.

1.2) QUALIFICATION CRITERIA: Refer TPQR HGG-1912

2) SCOPE OF SUPPLY

2.1) Refer enquiry and annexure B for quantity i.e. (nos. and set) and other technical specifications for designing of PTFE lined thrust bearing pads. Each set consisting of PTFE lined thrust pads as per drawing (attached separately with the enquiry).

2.2) Design of PTFE lining is in the scope of supply of supplier.

a) Supplier to decide the proven and established PTFE material and technology for manufacturing PTFE thrust bearing pads. Metal wire or any other material as per proven technology may be used for bonding of PTFE with base metal and shall not projected out / upward on the edges of the pads. Supplier to confirm that the bonding edges shall be smooth, with no cracks on it and shall not tear out during running of the machine.

b) Type & details of PTFE material along with composition percentage shall be informed along with offer.

c) Supplier to decide the design of the mesh to be used i.e. the supplier to decide the material of the wire / any other proven material, mesh density and thickness of mesh to be adopted & details shall be furnished along with the offer.

d) The supplier to prepare manufacturing drawings as per proven and established technology of PTFE thrust bearing pad.

e) The finished PTFE thrust pad shall not have blow holes, cracks, uneven surface, blisters, raised face, swelling and dirt. Steel base shall not have rusting and unmachined surfaces. No crack at outer edge of PTFE. Wire mesh material shall not project at top and periphery of PTFE.

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f) The radial holes for RTD, DTT and HS lubrication hole shall not interfere or get punctured with each other.

g) Soldering of any kind, which is done for aesthetic purpose in PTFE thrust pads, is not permitted.

2.3) Manufacturing drawings as per requirement mentioned in clause-2.2 d) are to be submitted to BHEL for approval before going ahead with manufacturing.

2.4) Supplier shall specify and submit the international / internal standards for PTFE thrust pads with technical offer.

2.5) The TPI (Third party inspection) charges shall be solely borne by the supplier. The PTFE thrust bearing pads shall be inspected by TPI and TC shall be send for verification & MDCC before despatch. Internationally recognised TPI agency i.e., LLOYDS/TUV/SGS, supplier can opt from these agencies.

3) TECHNICAL SPECIFICATION

3.1) INTRODUCTION:

This specification covers the scope of supply, bearing design, performance & manufacturing requirements for Poly Tetra Fluoro Ethylene (PTFE) faced hydrodynamic thrust bearing pads.

3.2) DESCRIPTION OF THRUST BEARING:

Thrust bearing is of tilted pad type and it will be supported on spring mattress. PTFE shall also reduce friction losses and increase resistance to scoring as well as improve unit's reliability. Besides very high reliability under extreme condition, the PTFE shall operate with low thermal losses and low temperatures. The details of copper/brass plug design at the end of HS lubrication hole in the pad shall be furnished by the supplier as mentioned in the drawing. The thrust bearing shall be mounted in a bracket that is common for thrust bearing and a guide bearing. Operation of the thrust bearing shall be unidirectional. Plug-in type oil coolers, mounted inside the bearing housing are provided for cooling. Refer annexure B for relevant facts about the thrust bearing and details of oil coolers.

4) TESTING OF PTFE THRUST PADS:

4.1) One number test pad shall be randomly selected from complete lot i.e. 6 set. Therefore, supplier has to manufacture one number extra PTFE thrust pad along with 6 set of pads i.e. 6 set + 1 nos.

4.2) The PTFE percentage shall be decided by supplier to suit technical requirement as mentioned in this specification. Supplier to provide the composition of PTFE material along with the offer. To evaluate the composition of PTFE in the lining, X-ray Diffraction (XRD) and FTIR (Fourier Transform Infra-Red) analysis shall be done at supplier works. However if the Supplier is

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unable to perform this test, then Supplier to confirm that their supplied PTFE lined thrust pads will perform satisfactorily as per the technical requirement mentioned in BHEL Specification, Drawing and QA Plan with detail justification.

4.3) The shore hardness of PTFE lining on finished pads shall be 50 to 57 on D-Scale.

4.4) The UTS of PTFE lining shall be more than 15 MPa. Test sample shall be cut from the randomly selected test pad at sr. no. 4.1.

4.5) Elastic modulus load test shall be done on test pad at load as per sr. no. 1.1 of the table of clause 4 of Annexure B at 80^0C temperature. No variation in thickness of pads is allowed. Impression, cracks, deformation like uneven surface, blisters, raised face, swelling shall not appear on PTFE lining. However, if the Supplier is unable to perform this test at 80°C then the supplier to perform this test at ambient temperature condition and also confirm that their supplied PTFE lined thrust pads will perform satisfactorily as per the technical requirement mentioned in sl. no 5.2. of BHEL Specification with detail justification.

4.6) Elastic modulus load test shall be done on all remaining finished pad at load as per sr. no. 1 of the table of clause 4 of annexure B. No variation in thickness of pads is allowed. Impression, cracks, deformation like uneven surface, blisters, raised face, swelling shall not appear on PTFE lining.

4.7) Bonding strength test of PTFE bonding with base metal shall be carried out on test piece and value shall be more than 15MPa.

4.8) After test at sl. no. 4.5 & 4.6, DPT or any other Non Destructive test for surface crack detection on PTFE lining shall be done on all finished pads. If the supplier is unable to perform this test then Supplier to confirm that their supplied PTFE lined thrust pads will perform satisfactorily as per the technical requirement mentioned in BHEL Specification, Drawing and QA Plan with detail justification.

4.9) Other miscellaneous test which needs to be performed by OEM and submit their test reports verified by the third party inspector, are as follows: -

- ASTM D4894 (for material requirement for PTFE granular resin):
- ASTM D4745 (for PTFE material qualification):
- ASTM G99 (pin on disk test)

Test certificates for all the test mentioned in clause no. 4 shall be furnished. Supplier to furnish the actual test results instead of writing ok / not ok for dimension and other test results. Supplier to use internationally acclaimed standards for carrying out above mentioned testing. Also submit copy of the applicable standards with the offer.

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5) GUARANTEE: The supplier shall guarantee for the material and the workmanship of PTFE pads for **30 months from commissioning** or **48 months from supply,** whichever is earlier**.**

5.1) Bonding strength of PTFE with steel pads shall be adequate enough to avoid ripping off of the lining from pads during operation, even at runaway speed condition. Test to be conducted for bonding strength as per clause no. 4 & test certificate to be furnished.

5.2) Maximum permissible pad operating temperature <= 80^0C, no damage shall occur to bearings even if temperature reaches 100^0C. Load test on sample pad/piece as per clause no. 4 & test certificate to be furnished.

5.3) Bearing should not incur any damage during start and stop operations of the machine.

Also shall be capable of safe operation without any damage under following conditions and Supplier to provide the compliance of the same:

a) Continuous operation at any speed from 50% to 110% of rated speed.

b) Operation for a period of at least 15 minutes under maximum runaway speed conditions with cooling water on.

c) Operation for a period of at least 15 minutes at maximum allowable load & rated speed without cooling water followed by safe shutdown.

d) Operation for a period of at least 30 minutes at low speed of 0-10rpm.

5.4) Supplier to provide document for safe working temperature range of PTFE thrust pads.

6) GENERAL TERMS & CONDITIONS:

6.1) The pads will be inspected at vendors works by third party's engineers for which minimum 3 weeks' notice is required along with an internal test report to mobilise deputation of engineers.

6.2) The expected life of bearing to be informed by vendor along with offer, supported by technical literature / write up.

6.3) 5 copies of test certificates, manual & guarantee certificates to be submitted with packing boxes.

6.4) 1 set of pad shall be supplied separately in 2 / 3 number boxes in a suitably packed water tight condition to avoid any damage during transit and long term storage of 5 years. Steel strap shall be strapped all around each box , tensioned and crimped. The PTFE lining surface shall be adequately protected to avoid damage during transit and storage. Instructions shall be marked on packing box i.e. for PTFE surface as "TOP" & for steel surface as "BOTTOM", "FRAGILE, HANDLE WITH CARE" etc.

6.5) During inspection of pads at BHEL works, if pads were found damaged due to improper packing and handling in transit etc, the Supplier have to replace / repair the damaged pads free of cost, as soon as possible.

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6.6) Clause by clause of compliance of BHEL's Technical Specification, Drawing, Quality Assurance Plan along with documentary proof / seal signed shall be submitted by supplier with the initial offer for technical scrutiny. Supplier shall also submit filled Sub Vender Questionnaire form (attached separately with the enquiry) along with required documentary proof and seal and signed for Customer's approval along with their technical offer.

6.7) The supplier shall provide detail procedure for prolonged storage and repair / rectification in case of damage of PTFE lining surface.

6.8) After sales services shall be done either directly by the manufacturer or through their Authorized representatives. However, Primary responsibility will be of manufacturer only.

6.9) Supplier to submit their manufacturing drawing, quality assurance plan, inline with BHEL QA Plan, for approval before placement of PO.

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Annexure B

RELEVANT FACTS ABOUT THE THRUST BEARING *(To be filled as per project specific requirement)*

1. PTFE thrust pads per machine = 6 set *(where 1 set = 12 nos. PTFE lined thrust pads)*
2. No of oil coolers/machine = 3Nos.
3. The capacity of each oil cooler is 70 kw (at rated speed) & 121 kw (at runaway speed), with maximum cooling water temperature of 25°C.
4. Relevant facts about the thrust bearing are as follows:-

S.NO.	DESCRIPTION	REMARK
1)	Thrust bearing design load (*Including hydraulic thrust*)	• 520,000 Kg (total load) • 43333.33 Kg (load per pad)
1.1)		47666.67 Kg (load per pad, considering 10% higher load i.e. 1.1 x 43333.33 = 47666.67 kg)
2)	Normal speed	250 RPM
3)	Runaway speed	422 RPM
4)	Grade of oil	ISO VG-46
5)	Approx. oil quantity in housing	8000 Liter
6)	Bearing losses (Thrust bearing & Guide bearing) At Normal Speed At Runaway speed	 210 KW 363 KW
7)	Expected mean temperature of oil bath At Normal Speed At Runaway Speed	 55 ^{O}C 65 ^{O}C
8)	Direction of rotation	Clockwise Looking From Top

Note: *Supplier shall confirm the loading capacity, temperature w.r.t load & rpm and specific pressure and submit the supporting documents for record purpose.*

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SUB-VENDOR QUESTIONNAIRE

i.	Item/Scope of Sub-contracting			
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting			
vi.	**Details of proposed works**			
1.	Year of establishment of present works			
2.	Year of commencement of manufacturing at above works			
3.	Details of change in Works address in past (if any)			
4.	Total Area			
	Covered Area			
5.	Factory Registration Certificate	Details attached at Annexure – F2.1		
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)	Details attached at Annexure – F2.3		
8.	After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable Details attached at Annexure – F2.4		
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any	Details attached at Annexure – F2.5		

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SUB-VENDOR QUESTIONNAIRE

10.	**Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing**	**Details attached at Annexure – F2.6**
11.	**Manufacturing facilities** **(List of machines, special process facilities, material handling etc.)**	**Details attached at Annexure – F2.7**
12.	**Testing facilities** **(List of testing equipment)**	**Details attached at Annexure – F2.8**
13.	**If manufacturing process involves fabrication then-** **List of qualified Welders** **List of qualified NDT personnel with area of specialization**	**Applicable / Not applicable** **Details attached at Annexure – F2.9** **(if applicable)**
14.	**List of out-sourced manufacturing processes with Sub-Vendors' names & addresses**	**Applicable / Not applicable** **Details attached at Annexure. –F2.10** **(if applicable)**
15.	**Supply reference list including recent supplies**	**Details attached at Annexure – F2.11** **(as per format given below)**

Project/ package	*Customer Name*	*Supplied Item (Type/Rating/Model /Capacity/Size etc)*	*PO ref no/date*	*Supplied Quantity*	*Date of Supply*

16.	**Product satisfactory performance feedback letter/certificates/End User Feedback**	**Attached at annexure - F2.12**
17.	**Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)** **Note:- Reports need not to be submitted**	**Applicable / Not applicable** **Details attached at Annexure – F2.13** **(if applicable)**
18.	**Statutory / mandatory certification for the proposed product**	**Applicable / Not applicable** **Details attached at Annexure – F2.14** **(if applicable)**
19.	**Copy of ISO 9001 certificate** **(if available)**	**Attached at Annexure – F2.15**
20.	**Product technical catalogues for proposed item (if available)**	**Details attached at Annexure – F2.16**

Name:		**Desig:**		**Sign:**		**Date:**	

Company's Seal/Stamp:-

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

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Sl. No.	Description
1	**General:**
1.1	These General Terms & Conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (PO) until unless the deviations are specifically agreed by BHEL. In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence: i. Amendments to Purchase Order/ Framework agreement ii. Purchase Order/ Framework Agreement iii. Letter of intent (LOI)/ Letter of Award (LOA) iv. Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions v. Corrigenda to NIT, with those of later date having precedence over those of earlier date vi. Original NIT and annexures except documents listed in point no (vii) to (ix) below vii. Technical specifications including their annexures viii. Special Terms and condition of Enquiry (STC) ix. General Terms of Enquiry (GTC)
2	**General Instructions - Common for Indigenous & Foreign enquiries**
2.1	**Through eProcurement** 1. Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app 2. Offers in any other mode will not be accepted. 3. Procedure for submission of tender is available in the “Bidder Manual Kit” at e-tender portal https://eprocurebhel.co.in/. 4. In case of any difficulty faced while registering on BHEL’s e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal. 5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity. 6. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	**Through tender room (Conventional tender)**
2.2.1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.

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

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

2.3.12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision in such situations shall be final and binding.
2.3.13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1** counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
2.3.14	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, ***besides BHEL taking appropriate punitive action as deemed fit.*** Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno- commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease the tender quantity in case where negotiation is being held.
3	**Delivery Terms**
3.1	**Indigenous Purchase**
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	**Foreign Purchase — Imports**
3.2.1	1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT-INNSA1) & Break-bulk Cargo at Mumbai (MPT - INBOM1). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4). 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. 6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer. 9. A In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance. 9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than **15** years. 9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor. 9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.

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

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

8.6	BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure
9	**Penalty for Late Delivery**
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery. Total undelivered order value above shall be item wise, lot wise order value of PO. Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition (STC) /Additional terms and conditions (ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision are desired with supply (Milestone delivery terms), the LD clause will be separately mentioned in particular tender /Special terms and condition (STC) /Additional terms and conditions (ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	**Indian Agents and Agency commission**
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
10.3	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	**Documentation:**
11.1	**Indigenous Purchase** Irrespective of the value of the invoice amount, the bidder / vendor should mandatorily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ or https://bpl.bhel.com/mm/ prior to despatch. Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods for GST compliance:

	1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter), 2) Consignee copy of LR & 2 sets each of Packing list, 3) Test certificate, Guarantee / Warranty certificate, 4) O & M manuals (where applicable) 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill. 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases) *Note: All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding ₹ 5 lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. For invoices up to ₹ 5 lakhs, (inclusive of taxes), a scanned copy may be uploaded; however, submission of hard copy is mandatory if a class 3 digitally signed tax invoice is not uploaded.
11.2	**Foreign Purchase — Imports** Seller shall send **1** set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser 1. Express / Original 'Clean on board' Bill of Lading / AWB. 2. One set of Commercial Invoice, packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package. 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases. 4. One set of Original Test Certificates and O&M Manual where called for. 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following: AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: **msseabpl@bhel.in** (In case of Sea freight) **msair@bhel.in** (In case of Air freight) DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail: **fin_fp.bpl@bhel.in** And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at **mmfe.bpl@bhel.in** 7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at **mmfe.bpl@bhel.in** as well as at **msseabpl@bhel.in** (for Sea shipment) **or msair@bhel.in** (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order. Additionally, following requirements to be taken care of by the bidder during PO execution stage:

	i) **IEC (0588138690), (BHEL BHOPAL GSTIN: 23AAACB4146P1ZN**) and email ID (**mmfe.bpl@bhel.in**) of BHEL Bhopal shall be clearly mentioned on B/L or AWB. ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon. iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others. iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee. v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port. vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Air shipments.
11.3	**General**
	1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. 2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation 3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details. 4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	**Pricing Terms**
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third-Party Inspection and testing charges as called for in the NIT.
13	**Price Validity:**
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno-commercial (Part-I) bid opening date.
14	**Taxes & Duties - Indigenous Purchase**
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law. BHEL BHOPAL GSTIN: 23AAACB4146P1ZN
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.

14.8	Vendors who fall under the E-Invoice regulations-shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above. The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	**Taxes & Duties - Foreign Purchase — Imports**
15.1	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	**Payment Terms-**
16.1	**Indigenous**: 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ “Repo Rate + 4%"for the purpose of bid evaluation.
16.2	**Foreign:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading @ “Repo Rate + 4%", for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL’s bank at least 7 days prior to vessel arrival.
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision are desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	Foreign bidders to submit declaration of **Permanent Establishment and Business Connection (PEBC**) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.
16.5	Foreign bidders to submit **Tax Residency Certificate (TRC) & Form 10F** (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC is to be issued by the authorities of the government of bidder’s country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	**Inspection of Goods**
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.

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

18.1	Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder. In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.
19	NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.19.
19.1	**Evaluation and Loading Criteria:**
19.1.1	The evaluation currency for this tender shall be INR. Evaluation of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL ' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.
19.1.2	Common Loading factors (in case of deviation quoted by bidders) **INDIGENOUS** 1) Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract. 2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared separately in STC/ATC of particular tenders. **IMPORTS** 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. **COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"** A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC B. Loading for payment terms as per clause 16.1 of GTC
20	**Variation of orders**
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	**Sub-contract**

21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	**Recovery / deductions of amount from supplier**
22.1	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills. c If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
23	**Safety clause for purchase orders**
23.1	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	**Non-Disclosure Agreement**
24.1	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. ***BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.***
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	**Settlement of Disputes & Arbitration**
25.1	25.1 SETTLEMENT OF DISPUTE If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 25.2

25.2	CONCILIATION Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.in)
25.3	**ARBITRATION**
25.3.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 25.2 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to *sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.*
25.3.2	A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996(hereinafter referred to as the 'Notice') before referring the matter to *Arbitration*. The Notice shall be addressed to the **Head of Unit, HEP Bhopal, BHEL**, **executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
25.3.3	After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitrator and that dispute shall be adjudicated in accordance with *Arbitration and conciliation Act 1996*. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the *respective Head of unit.* The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the *Arbitration and conciliation Act 1996.* The decision of the *respective Head of Unit of BHEL* for reference of dispute to a specific *Arbitrator* for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The Arbitrator once *appointed* at the time of invocation of dispute shall remain unchanged.
25.3.4	The fee and expenses shall be borne by the parties as per the *Arbitration and conciliation Act1996.*
25.3.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Bhopal in the State of Madhya Pradesh,
25.3.6	Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bhopal in the State of Madhya Pradesh,
25.3.7	Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
25.3.8	The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
25.3.9	In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
25.3.10	In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for

	the purpose of clause ***25.3.8 and 25.3.9***. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
25.3.11	**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS- 10937 dated 14-12-2022 as amended from time to time
27	**RIGHT OF REJECTION /NON- PLACEMENT OF PO:** BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	**Performance Bank Guarantee (PBG)/ Security Deposit (SD):**
28.1	Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT, the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract. Performance security is to be submitted by the date specified in the contract. Modes of deposit: a) Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Forfeiture of Performance Security: The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.
28.2	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
28.3	Wherever the contract is for supply of Goods processed on labour basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted
28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser

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

	In case of indivisible tender, the full quantity shall be awarded to L1.
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two-part bid). Non-submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. In case if all the items being procured under the enquiry fall under category of reserved items as defined in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.
30	**Integrity Pact (IP) — Independent external monitors (IEM)** For tenders in which integrity pact is applicable, following points stand valid:
30.1	IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Name: ---------- ----- Address: ---------- ----- As indicated in NIT / enquiry E-mail: ---------- --
30.2	Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender. **NOTE:** No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department. **For all clarifications/ issues related to the tender, please contact:**

	(1)	(2)
Name		
Landline No.		
Mobile No.		
Email		

		Dept.		
		Address		
		Fax		

31	**Fraud Prevention Policy** : The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
32	**Integrity Commitment:** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. **Integrity commitment, performance of the contract and punitive action thereof:**
32.1	**Commitment by BHEL:** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.
32.2	**Commitment by bidder / Supplier / Contractor:**
32.2.1	- The bidder / supplier / contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India. - The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
32.2.3	**Preventive checks to eliminate suspected cartel formation between suppliers** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines **Declaration by Bidders** We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____ 1.0 _____ 2.0 _____ 3.0 _____ I ____hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____. (_____) For M/s _____ Seal and Sign

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

	5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
34.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.6	Model certificate for Tenders *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in these regards and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."*
35	**Treatment of cases regarding conflict of interest:** The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: 1) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly. 2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating. 3) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. 4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder shall declare that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines. - Duly filled, seal and signed declaration to be submitted by bidders with Part1- techno commercial offers of each tender.
36	**Breach of contract, Remedies and Termination**
36.1	The following shall amount to breach of contract: I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.

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

	Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. vii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.
37	**Option clause:** The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
38	**NOTE:** **1.** In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / short close /modify the tender at any stage of execution. **2.** BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
39	Grievance Redressal Mechanism To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: 1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. 2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.”

Note:

1.0 Tender Specific conditions shall override relevant provisions of this GTC

2.0 In the event of any change as notified by Govt. of India same will supersede the relevant GTC clause.

Annexure 1

Format - Self Certificate for MII

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

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

To,

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

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

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

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

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

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

_____

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

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

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

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

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

** - Strike out whichever is not applicable

Note: For evaluation of qualification of bidder:

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

Annexure 2-

Format - Auditor Certificate for MII

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

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

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

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

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

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

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

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

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

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

Auditor Details
For ……(Firm Name)

Name of Auditor:
**Partner/Proprietor:
Membership No. **(ICAI/ICMAI): Firm Registration No. (FRN): Signature & Seal of Auditor UDIN:
Date:
Place:

** - Strike out whichever is not applicable.

Note: For evaluation of qualification of bidder:

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

Annexure A

Company Letter head

Date: {insert date}

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

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

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date{insert date} under the {Law of the Country}

2. It is a tax resident as per the Tax Laws of {country}.

3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____("the tax treaty" for short).

4. In this regard, it is further confirmed that:

- the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty

- the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty

5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

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

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

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

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

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

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

Annexure B

Company Letter head

Date: {insert date}

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

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

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date{insert date} under the {Law of the Country}

2. It is a tax resident as per the Tax Laws of {country}.

3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____("the tax treaty" for short).
   And/or
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
   And/or
5. the Company hasagent(not of independent status) in India as stipulated in Article 5 of the tax treaty
   And/or
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

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

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

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

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

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

For & On behalf of

{Insert name of the company}

FORM NO. 10F

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

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

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

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

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

Signature: .....
Name: .....
Address: .....
Permanent Account Number or Aadhaar Number .....

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

Verified today the …….. day of……

……..

Signature of the person providing the information

Place: ……

Notes :

1. *Delete whichever is not applicable.

2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

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

Dear sir/Madam,

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

Procedure for registration

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

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

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

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