

M/S. OPEN TENDER**DUE DATE****25-07-2024**

BHEL

HARIDWAR249403

Vendor Code**00001**

INDIA

-

.

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	W95413601085	2	NO	1	1 30/06/25
	DRG: 11360100055 REV: 01			2	1 30/04/26
	ROTOR FORGING				
	SPEC: HW19476 REV: 04				

*** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Standard Instructions:

TEST CERTIFICATE REQUIRED.

GUARANTEE CERTIFICATE REQUIRED.

PRE-INSP AT YOUR WORKS PRIOR DESP.

Special Instructions:

1-THIS IS A GLOBAL OPEN TENDER INVITING PARTICIPATION FROM BOTH INDIAN AND FOREIGN BIDDERS (I.E. BIDDERS FROM OUTSIDE INDIA).

2-"FOR THIS PROCUREMENT, 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 DTD. 16.09.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT OF THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF NIT, BUT BEFORE OPENING OF PART-II BIDS AGAINST THIS NIT".

3- SUPPLIER SHALL BE REQUIRED TO INDICATE PERCENTAGE OF LOCAL CONTENT AND PROVIDE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE LOCAL CONTENT REQUIREMENT FOR 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER' AS THE CASE MAY BE, THE LOCATION (S) AT WHICH THE LOCAL VALUE ADDITION IS MADE SHALL ALSO BE PROVIDED.

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4-FALSE DECLARATIONS WILL BE IN BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1) (i) (h) OF THE GENERAL FINANCIAL RULES FOR WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151 (iii) OF THE GENERAL FINANCIAL RULES ALONGWITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

5-PURCHASE PREFERENCE SHALL BE GIVEN TO `CLASS-I LOCAL SUPPLIER' WHO MEET THE MINIMUM 50% LOCAL CONTENT REQUIREMENTS . AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ,ORDER 2017 DTD. 16.09.2020 MARGIN OF PURCHASE PREFERENCE SHALL BE 20%.

6-THE INTEGRITY PACT (IP) IS ATTACHED WITH THIS TENDER, WHICH IS TO BE SUBMITTED (DULY SIGNED BY AUTHORIZED SIGNATORY ON EACH PAGE) ALONG WITH TECHNO COMMERCIAL BID. ONLY THOSE BIDDERS WHO HAVE ENTERED INTO SUCH AN IP WITH BHEL WILL BE CONSIDERED IN THIS TENDER.

7-THE TENDER SHALL BE SUBMITTED IN TWO PART (PART-I: TECHNO-COMMERCIAL BID & COMPLIANCE OF PQR ANNEXURE, PART-II: PRICE BID). PRICE BID (PART-II) TO BE KEPT IN SEPARATE ENVELOPE / COVER.

8-PART-I SHALL BE OPENED ON THE DUE DATE SPECIFIED IN TENDER. PART-II (PRICE BID) (OF QUALIFIED BIDDERS ONLY) SHALL BE OPENED AT A LATER DATE.

9-BHEL GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) IS APPLICABLE IN THIS CASE . IN CASE OF ANY DEVIATION FROM GISTC, PLEASE CLEARLY MENTION IN YOUR OFFER. BHEL RESERVE THE RIGHT NON-CONSIDER OF OFFER IN CASE OF DEVIATION FROM GISTC.

10-THE CLAUSES MENTIONED IN BHEL GISTC WHICH PERTAINS TO GOVT GUIDELINES ,ONLY LATEST GOVT GUIDLEINES SHALL BE APPLICABLE

11-THE EVALUATION OF THE BIDS WOULD BE DONE ON THE BASIS OF TOTAL LANDED COST TO BHEL. THE PRICES ARE TO BE QUOTED IN INTERNATIONALLY FREELY TRADABLE CURRENCY ONLY. THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE INR.

12-ONLY THOSE VENDORS WHO FULFILL THE MINIMUM /PRE QUALIFYING REQUIREMENTS ANNEXURE, WILL BE CONSIDERED FOR FURTHER TECHNICAL EVALUATION. KINDLY SUBMIT PQR CLAUSE WISE DOCUMENTS.

13-DEVIATION WITH REFERENCE TO SPECIFICATION , IF ANY, SHOULD BE CLEARLY INDICATED ON A SEPARATE SHEET. THE ACCEPTANCE OF THESE DEVIATIONS WOULD BE AT THE DISCRETION OF BHEL AND BHEL MAY REJECT THE OFFER OF BIDDER NOT MEETING THE ENQUIRY CONDITIONS.

14-REVISION OF RATES IS NOT ACCEPTABLE UNLESS ASKED BY BHEL DUE TO MAJOR

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CHANGE IN DRAWING / SPECIFICATION / TENDER QUANTITY.

15-QUALITY REQUIREMENTS ARE AS FOLLOWS:

a-VENDOR APPROVAL FROM END CUSTOMER / NPCIL IS REQUIRED VENDOR TO SUBMIT CREDENTIALS IN NPCIL FORMAT FOR TAKE UP WITH NPCIL FOR APPROVAL (FORMAT ENCLOSED) VENDOR TO CONFIRM TO FOLLOW NPCIL APPROVAL CONDITION (IF ANY).

b- CUSTOMER CONTROL WRT INSPECTION IS NOT FINALIZED. INSPECTION MAY BE PROVISIONAL QUALITY REQUIREMENT- PRE DISPATCH INSPECTION BY BHEL / BHEL NOMINATED INSPECTION AGENCY OR 3RD PARTY INSPECTION AGENCY (FOR IMPORT) AS PER BHEL/NPCIL APPROVED QP. VENDOR TO SUBMIT QP FOR BHEL / NPCIL APPROVAL

c-VENDOR TO CONFIRM TO COMPLY THE ATTACHED QUALITY TERMS & CONDITIONS FOR GLOBAL TENDER ENQUIRY & CHECK LIST.

16- Breach of Contract, Remedies and Termination:

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

- From dues available in the form of Bills payable to defaulted supplier against the same contract.
- From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

17-Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause , cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold or Banning" a supplier/ contractor or a bidder and shall be as per ?Guidelines for

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Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website: "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors"

18- THIS ITEM IS BHEL CUSTOMER CONTROLLED AND VENDOR APPROVAL FROM CUSTOMER IS REQUIRED. HENCE, NON-CUSTOMER APPROVED VENDORS TO SUBMIT THEIR CREDENTIALS ALONG WITH SUPPORTING DOCUMENTS FOR CUSTOMER APPROVAL PRICE BID PART-2 OF ONLY CUSTOMER APPROVED SUPPLIER WILL BE CONSIDERED FOR OPENEING.

19-For Indian Bidders: E-INVOICING
E-INVOICING UNDER GST HAS BEEN IMPLEMENTED W.E.F. 01.08.2023 FOR ALL THE TAXABLE PERSONS HAVING TURNOVER MORE THAN RS 5 CR. IT HAS BEEN PECIFIED BY THE GOVT. THAT IT IS MANDATORY TO MENTION A VALID UNIQUE INVOICE REFERENCE NO. (IRN) AND QR CODE AS GENERATED FROM GOVT. PORTAL ON A TAX INVOICE. BASED ON SUCH INFORMATION, GST ITC AS CLAIMED BY BHEL IN GST RETURNS SHALL BE MATCHED WITH THE CORRESPONDING DETAILS UPLOADED BY SUPPLIER IN E-INVOICING SYSTEM

IN CASE THE VENDOR / CONTRACTOR DELAYS OR FAILS TO PROVIDE ALL DOCUMENTS AS PER THE PURCHASE ORDER / WORK ORDER AT THE TIME OF SUBMITTING TAX INVOICE TO BHEL, ANY SUBSEQUENT FINANCIAL LOSS TO BHEL ON ACCOUNT OF VENDOR/CONTRACTOR SHALL BE TO VENDOR'S / CONTRACTOR'S ACCOUNT. BHEL HAS FURTHER RIGHT TO TAKE NECESSARY STEPS TO PROTECT ITS INTEREST AT THE TIME OF RELEASE OF PAYMENT. THIS FURTHER REQUIRES INCLUSION OF IRN AND QR CODE ON TAX INVOICE AS ANNOUNCED BY GOVT. OF INDIA

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services. For further details, please refer latest version of GISTC.

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ITEM DESCRIPTION			

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018
Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

RAVINDER SIDHU
DY.MANAGER

General Requirements for Quality Assurance Plans of Turbine Island Package for GHAVP-1&2

Legends used in Quality Assurance Plan:

W: Witness, not hold, BHEL to give advance notice to customer to associate during checks/tests but work shall proceed.

R: Review of records (by customer as indicated under column 'C').

H / CHP: Customer Hold Point

MTC: Material Test Certificate

Obs. Sheet: Observation Sheet

LS: Log Sheet

COC: Certificate of Compliance

Abbreviations:

CRITICAL:- The characteristic of a component, process or operation failure of which will surely cause operating failure or intermittent troubles which is difficult to rectify at site or render the unit unfit for use or cause safety hazards.

MAJOR :- The characteristic of a component, process or operation whose failure may cause operation failure which cannot be readily corrected at site or cause substandard performance, increased erection and maintenance cost, reduce life or seriously affect aesthetics.

MINOR :- The characteristic of a component, process or operation whose failure neither materially reduce the use ability of the product in operation nor does it affect the aesthetic aspects

1. H / CHP - Customer Hold Point: NPCIL QS witness/clearance is mandatory before proceeding with further activities. This activity shall be kept under hold till inspection clearance or written waiver is obtained from the agency responsible for this stage (NPCIL QS/their authorized representative).
2. W-Witness point: Witness points are critical steps in manufacturing and examination/inspection/testing where the supplier is obliged to notify NPCIL QS sufficiently in advance (at least 7 days) the start of the operation / test so that the same may be witnessed. The above notice periods are for BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "W" shall be 15 days. The supplier may proceed with the work past a witness point in consultation with NPCIL.. QS or their authorised representative.
3. All test reports, test certificates & Quality control records shall be reviewed & accepted by BHEL before submitting the same for the review of NPCIL QS.

Bray Bhushan

[Signature]
08.10.2022

श्री १०/१०/२०२२
गुणवत्ता आश्वासन
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N.K. Paul
10.10.2022
N. K. Paul
NPCIL

4. Castings shall be procured from NPCIL/BHEL approved Foundries. Pouring for casting (Body & Disc) shall be done along with test bar. First pouring of casting will be witnessed by the supplier/NPCIL approved TPIA & sub vendor (as applicable). SS casting and forging shall be received in pickled & passivated condition.
7 days in advance intimation shall be given to all agencies.
5. Raw-material on the basis of co-related original material test certificate (MTC) from NPCIL/BHEL approved material manufacturer is acceptable. In absence of co-related material test certificate, all items will be PMI tested for establishing no. of heat /lot. And subsequent further tests as per material standard to be conducted on sample basis. Sampling will be decided on the basis of PMI. The samples for chemical and mechanical tests shall be drawn and witnessed by BHEL/ NPCIL Approved TPI / NPCIL. Chemical and mechanical tests shall be conducted in NPCIL/NABL approved laboratory only. BHEL QS shall submit all MTCs and test reports after their review & acceptance to NPCIL QS for final review and clearance. This review/verification & clearance by NPCIL QS is CHP. Stamping of raw material and stamp transfer shall be done by BHEL QS/NPCIL QS.
6. Wherever Customer Hold Point (CHP) is indicated, the supplier is to notify NPCIL QS or its authorised representative at least 7 days in advance. The above notice periods are BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "CHP" shall be 15 days.
7. Sample selection, for random witnessing of the inspection, examination, testing shall be done by NPCIL QS. Sampling plan, unless otherwise indicated, should generally be in accordance with IS 2500, Part-I, AQL:1%, Normal Level-II. (Refer - QAD/MISC/PROC/ SAMPLING /001 Rev.: 0).
8. All the procedures mentioned in the QAP like NDE procedures, hydro test, WPS etc. shall be checked, reviewed and approved by BHEL before submitting to NPCIL for approval. All NDE procedures shall have approval of Level III qualified personnel and prepared by Level-II person of BHEL/Sub-vendor.
9. The heat treatment furnaces shall have temperature recorder and valid calibration report. Calibration shall be done as per national standard /international standard/ as per NPCIL specification, if specified. All the calibration report will be checked by the NPCIL QS.
10. Calibrated instruments/gauges/thermocouples etc. shall be used during inspection and testing.
11. All NDT shall be carried out by Level-I/Level-II/Level-III & evaluated by Level-II/Level-III qualified person from ISNT/ASNT.
12. Chemicals used for LPT and MPT shall be from NPCIL approved brands only. BHEL will review TC's and reports before submitting to NPCIL.
13. Welding consumables shall be from NPCIL approved brand list. All batches of electrodes shall be tested as per referencing document.
14. Supplier can prepare their own NDE procedures meeting requirement of NPCIL specification and submit for approval. Alternatively, NPCIL procedure can be adopted by the supplier. The supplier shall submit the same and technique sheet along with modification, if any, for approval.
15. Inspection stages in the QAP are considering suppliers are from India based on past experience. In case of foreign suppliers, the QAP remains same, but the stage inspection extent (witness and hold points) may change, based on the type and strength of supplier to be

Brij Bhushan

08.10.2022

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NPCIL

finalized after mutual discussion. Change in inspection extent will depend upon the participation of BHEL during manufacturing of items in foreign countries. It is expected that the participation of BHEL will be same or more as indicated in the QAP.

16. Spares shall undergo same testing/inspection requirements as per original items.
17. All items shall be stamped by vendor's name/monogram apart from item description, size, serial no., class, material code, rating, grade, etc. and meeting MSS-SP-25 and NPCIL specification.
18. Certified material test report (indicating material, size, item description, lot no., heat no., NDE report nos., check test certificate, vendors final certificate nos., etc.) shall be submitted.
19. The contractor / manufacturer shall prepare "History Docket" for the items supplied, compiling various inspection / test reports and also other relevant documents as per the tender specification/NPCIL procedure, and submit to NPCIL QS prior to issue of complete/ final Shipping Release (SR) (on completion of entire PO/SPO). As the final SR will be a part of History Docket, issuance of final SR & review of History Docket by NPCIL, QA shall be done simultaneously.
20. Bevel end/ SW ends shall be suitably protected from any damage.
21. In case of material/item acceptable to NPCIL on the basis of compliance certificate, the same to be provided by OEM and shall be certified by the BHEL.
22. Reference documents as mentioned in Quality Assurance Plan shall be shown to Customer at the time of inspection for BHEL shop manufactured items.
23. Brazer and Brazing Procedure Qualification shall be NPCIL approved. Brazer and Brazing Procedure Qualification shall be done in the presence of NPCIL QA representative. Only approved Brazer by NPCIL shall perform NPCIL jobs.
24. During manufacturing, only latest revision of drawings/specifications/procedures/code shall be used.
25. Whenever witnessing (W) by NPCIL is specified, BHEL's representative shall also witness the test.
26. Inspection call should be raised such that there is optimisation of visits and inspection activities.

Braj Bhushan
(B. B. Tripathy)
BHEL HWR

Arvind Swami
08.10.2022
(Arvind Swami)
BHEL, HWR

10/10/2022
श्री १०/१०/२०२२
NPCIL गुणवत्ता आश्वासन
मैरुट.

N.K. Paul
10.10.2022
N. K. Paul
NPCIL

Quality Terms & Conditions for Global Tender Enquiry of GHAVP & KAIGA project

Bidder to endorse attached General Requirement and submit in the bid.

For inspections at works

1. Bidder/vendor are required to quote for material supply only in their offer. BHEL shall place Purchase order (PO) only for material supply on Vendor. Inspection is in the scope of BHEL (Inspections will be done by BHEL or BHEL appointed and NPCIL approved TPI).
2. All necessary coordination for inspection by BHEL or BHEL appointed TPIA will be done by vendor.
3. After approval of QAP by NPCIL/BHEL, vendor is required to inform total man-days required for all the inspection stages as per QAP. The total man-days shall be mutually agreed.
Vendor will inform BHEL regarding man-days required for TPIA inspection, for stage & final inspection and man-days required for NPCIL inspection also (if scope of inspection is different), while raising every inspection call.
4. Notice period for inspection call shall be 60 days for inspection at foreign location and 15 days for inspection in India.
5. Any failure in inspection resulting in repeat inspection or increase in agreed man-days (like non-readiness of item, failure in testing / inspection results, etc.) will be on vendor's account. Inspection charges for repeat inspection/increase in man-days will be debited to vendor on actual basis.

For Vendor approval

1. Bidder/vendor are required to submit their credentials in attached formats.
2. Detailed evaluation report is required for those Sub-Vendor's of main Vendor, wherever NPCIL inspection (Witness) as per approved QAP is required. Such Sub-Vendor's are subject to approval /acceptance by NPCIL.
3. At any stage, if it is felt that under-performing/improper/unjustified sub-vendors are recommended by bidder, BHEL/NPCIL shall have right to visit the sub-vendor premises for further evaluation and take necessary decision with respect to sub-vendor approval to maintain the quality of the items.

For QAP approval

1. Bidders to Note that QAP, if any, provided with the enquiry is reference Quality Plan (SQP) indicating the minimum inspection requirements. The vendor shall submit the QAP in line with SQP for BHEL/NPCIL approval in the attached format. Any change suggested by NPCIL shall have to be taken care by vendor without any commercial implication on BHEL.
OR
In case, NPCIL approved QAP is provided in the enquiry, the bidder is required to endorse this QAP and submit in the bid.
2. All procedures (Heat treatment, NDT, WPS, etc.) are required to be approved by NPCIL/BHEL (refer SI.No.8 of attached General requirements).

PRE-QUALIFICATION REQUIREMENT (PQR)

Terms and Conditions of PQR Clauses						Confirmation from Bidder/Supporting docs.
Item Description	Indent No	Material Code	Drawing No	Specification No	Weight	
T, G. Rotor	20220770	W95413601085	1-13601-00055, Rev 00	HW19476, Rev 04	71727 kg	
Pre - Qualification Requirements for TG Rotor:						
1. Experience* Requirement:						
<p>a. Vendor must have successfully manufactured and supplied Turbine / Generator Rotors in material grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent 2.5 – 4.0 % Ni Steel for Steam Turbines / Generators satisfying following experience requirement on enquiry issue date:</p> <ul style="list-style-type: none"> - Must have delivered three rotors out of which at least one rotor must be of weight ≥ 55 Tons barrel diameter ≥ 800mm and overall length ≥ 9000mm - Must have delivered at least one rotor of weight ≥ 55 Tons in last 10 years from date of issue of enquiry <p>In support of above, vendor has to furnish details of 3 latest supplies preferably in the format given below:</p>						
Sl. No	Purchase Order Number / Customer Details	Material Grade	Dimension: Diameter(max)/ Rotor Length	Delivered weight (kg)	Date of supply	
1						
2						
3						
* Rotors supplied with heat treatment & axial core trepanning will be considered for experience.						
b. Following documents are to be submitted in support of above:						
i) Test certificates of at least one rotor of weight ≥ 55 Tons, barrel diameter ≥ 800 mm and length ≥ 9000 mm. Test certificates should cover material grade / Chemical analysis; Mechanical properties; Dimensional report clearly indicating maximum diameter & rotor length & rotor weight etc.						
ii) Test Certificates / Dispatch documents for one rotor forging of weight ≥ 55 Tons supplied in last 10 years						
<p>Alternatively, vendor may submit documentary evidence that they are approved supplier of Generator Rotor Forging of weight ≥ 55 Tons in above mentioned material grade of Turbo Generator OEM for Power Plant application.</p>						
2. Manufacturing and Testing Facility Requirement:						
a. Vendor must have in-house manufacturing facilities for forging and heat treatment to manufacture Rotor Shaft as per enquiry drawing and specification (including cross referred standards). Outsourcing of forging and heat treatment is not acceptable.						
b. Vendor to submit details of in-house steel melting and refining facility required for manufacturing enquiry item.						
In case of outsourcing of ingot, vendor to inform their sub supplier(s) with details of steel melting & refining facility for present enquiry. Vendor must have experience of supplying rotor forging using ingots from this sub supplier.						
c. Vendor to submit details of Axial Core trepanning and Machining facility available in house as per enquiry drawing and specification. In case of outsourcing of any of these activity (axial core trepanning / machining), vendor to inform their source with details of their facility.						
d. Vendor to submit details of testing facility available in house as per the requirement of enquiry drawing and specification (including all cross-referred standards).						
In case of outsourcing of any test, vendor to inform details of tests outsourced as well their source details.						
e. Vendor has to submit filled Annexure 1 for manufacturing and testing facilities required as per enquiry drawing and specification. In case of outsourcing of any operation, details of their sub supplier to be submitted.						
3. Vendor to confirm that they will manufacture and supply enquired Rotor as per enquiry drawing and specification with all cross-referred standards mentioned therein without any deviation.						
Note for vendor: BHEL may ask additional clarification related to the above points & may also visit works of vendor to establish vendor's credentials.						

Terms and Conditions of PQR Clauses	Confirmation from Bidder/Supporting docs.																														
<p style="text-align: right;">Annexure 1</p> <p>Vendor to submit details of manufacturing and testing facilities as per format below:</p> <p>1) STEEL MELTING & REFINING FACILITIES:</p> <table border="1" data-bbox="169 461 1291 734"> <tr> <td>Melting Furnaces details (Type, Capacity etc.)</td> <td></td> </tr> <tr> <td>Refining facility details (Vacuum Degassing etc – Type and Capacity to be submitted)</td> <td></td> </tr> <tr> <td> maximum ingot size - diameter [mm] - length [mm] - weight [mm] </td> <td></td> </tr> </table> <p>In case of outsourcing of ingot, vendor to submit above details of their sub supplier.</p> <p>2.) FORGING FACILITY:</p> <table border="1" data-bbox="169 831 1291 965"> <tr> <td>Press capacity in kN</td> <td></td> </tr> <tr> <td>Maximum Forging weight in MT</td> <td></td> </tr> <tr> <td>Manipulator Capacity (maximum) for forging</td> <td></td> </tr> <tr> <td>Remarks:</td> <td></td> </tr> </table> <p>3) Heat Treatment Facilities</p> <table border="1" data-bbox="169 1025 1291 1227"> <tr> <td> 1. Heat treatment facility - Maximum diameter, length and weight of shaft which can be heat treated - Temperature monitoring facility as per BHEL specification requirement </td> <td></td> </tr> <tr> <td>2. Quenching type & medium</td> <td></td> </tr> </table> <p>4) Machining Facilities:</p> <table border="1" data-bbox="169 1288 1291 1547"> <tr> <td>1. Facility for Axial Core Trepanning</td> <td></td> </tr> <tr> <td>2. (a) Minimum & Maximum diameter of the core which can be trepanned (b) Maximum length of axial core that can be trepanned</td> <td></td> </tr> <tr> <td>3. Surface finish of axial bore (Specify achievable value)</td> <td></td> </tr> <tr> <td>4. Concentricity, Cylindricity and Parallelity, refer drawing requirement</td> <td></td> </tr> </table> <p>In case of outsourcing of any operation, vendor to submit above details of their sub supplier.</p> <p>5) Testing Facilities:</p> <table border="1" data-bbox="169 1612 1291 1774"> <tr> <td> 1. Chemical Testing 2. Mechanical Testing (Tensile, Impact) 3. NDT Facilities – UT, MPI, Boroscopic, Residual Stress Measurement, Magnetic property </td> <td></td> </tr> </table> <p>In case of outsourcing of any test, vendor to submit above details of their sub supplier.</p> <p>6) Handling Facilities:</p> <table border="1" data-bbox="169 1836 1291 1906"> <tr> <td>1. Crane capacity</td> <td></td> </tr> </table> <p style="text-align: right;">(Signature & Seal of Vendor)</p>	Melting Furnaces details (Type, Capacity etc.)		Refining facility details (Vacuum Degassing etc – Type and Capacity to be submitted)		maximum ingot size - diameter [mm] - length [mm] - weight [mm]		Press capacity in kN		Maximum Forging weight in MT		Manipulator Capacity (maximum) for forging		Remarks:		1. Heat treatment facility - Maximum diameter, length and weight of shaft which can be heat treated - Temperature monitoring facility as per BHEL specification requirement		2. Quenching type & medium		1. Facility for Axial Core Trepanning		2. (a) Minimum & Maximum diameter of the core which can be trepanned (b) Maximum length of axial core that can be trepanned		3. Surface finish of axial bore (Specify achievable value)		4. Concentricity, Cylindricity and Parallelity, refer drawing requirement		1. Chemical Testing 2. Mechanical Testing (Tensile, Impact) 3. NDT Facilities – UT, MPI, Boroscopic, Residual Stress Measurement, Magnetic property		1. Crane capacity		
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1. Crane capacity																															

MAKE IN INDIA (MII) DECLARATION

Annexure-3 Certificate In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above order for the material against Enquiry No. _____

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

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

Seal and Signature of Supplier



**MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT
(FOR GHAVP- 1 & 2)**

मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट (GHAVP- 1 & 2के लिये)

Ref No: संदर्भ सं.:		Date: तिथि:	
i.	Main Contractor मुख्य संविदाकार	BHEL, Haridwar	
ii.	Project / परियोजना	GHAVP- 1 & 2 (NPCIL)	
iii.	Package Name पैकेज का नाम	TG Island	
iv.	Proposed Item / प्रस्तावित मद		
v.	Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता:		
vi.	Brief description of the Sub-contractor, their products and capabilities in terms of manpower, machines, testing facilities etc.: - Details are mentioned below; <u>Products:</u> - <u>Capabilities:</u> - <u>Manpower:</u> - <u>Testing Facilities:</u> -		
vii.	Supplier Performance Rating out of 100 (If applicable)		
viii.	BHEL PO Numbers already Placed on Vendor		
ix.	Details of and financial capability of Sub-contractor: - Details are mentioned below Profit (2021) : Profit (2020) : Profit (2019) : Profit (2018) :		
x.	Whether the Sub-contractor supplied the Equipment/item/component to BHEL/NPCIL earlier. If supplied, please mention the project name and year; - Details are mentioned below		



**MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT
(FOR GHAVP- 1 & 2)**

मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट (GHAVP- 1 & 2के लिये)

xi.	Details of the other customers of the Sub-contractors: - Details are mentioned below.			
xii.	Details of their ISO and other certifications: - Details are mentioned below			
<p><i>We confirm that as per BHEL assessment, the proposed sub-vendor is fully capable for supplying the item in the project.</i></p> <p>BHEL के आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता प्रस्तावित मद की आपूर्ति के लिए इस परियोजना में उपयुक्त है।</p> <p>Additional Remarks: -</p> <p>NA</p>				
Name / नाम		Design./ पद	Sign / हस्ताक्षर	Date/ तिथि

NUCLEAR POWER CORPORATION OF INDIA LTD.

(A Government of India Enterprise)

CHECKLIST & RECOMMENDATION FOR EVALUATION OF VENDORS

Tender No :

Item/Package :

Name of Main Contractor :

**Address and contact details of
Main Contractor** :

**Name of Sub-
contractor/Vendor** :

Address of Sub-contractor :

**Items for which approval is
sought** :

1.0 General:

1.1) Key Personnel contacted :

a) Senior Management :

b) Quality Co-ordinator :

c) Others (Production, Planning
etc.) :

FOLLOWING ARE TO BE COMMENTED

1.2) Recognition details if any code
Stamps like U1, U2, ASME N,
NPI or certification Like ISO :
9001, 14000 etc. (Verify the
records)

1.3) Floor space availability for present :
Activities/for future expansion

a) Indoor :

b) Outdoor :

1.4) Level of House keeping :

1.5) Whether NPC jobs executed earlier :

1.6) Delivery Performance (Schedule vs Actual) (Verify records) :

2.0 Technical

2.1) Quality Control

(a) Incoming Material Inspection :

(b) Process Inspection :

(c) Final Inspection :

2.2) Plant & Machinery :

(a) General condition & Age :

(b) Confirms to the details submitted in application :

2.3) Calibration facilities :

2.4) Calibration records :

2.5) NDE Qualification records :

2.6) Is there a system of selecting/ short listing Sub-vendors? :

2.7) Availability of Testing facilities :

2.8) Whether working of following are satisfactory?

(a) Production :

(b) Quality control :

2.9) Understanding of scope of work :

2.9.1) Understanding of technical requirement of Job :

- 2.10) Availability and understanding of related standards. :
- 2.11) Capacity of the Vendor to fabricate and inspect :
- 2.12) Understanding of special Examination/ Testing (like ultrasonic Examination/ Helium Leak testing, Optical alignment testing etc.) :
- 2.13) Availability of special facilities :
- 2.14) Facilities/Machineries/testing equipment available in the shop floor to meet technical requirement of the job :
- 2.15) Qualified and experience Manpower in the shop floor to execute the specified job :

3.0 Quality System :

- 3.1) If ISO certified, check the availability and accessibility of Quality system manual :
- 3.2) Validity of ISO certification :
- 3.3) Whether Quality Control plan and Procedures are prepared? :
- 3.4) Whether organisation chart is available? :
- 3.5) What is the level of Quality Control in the organisation? :
- 3.6) Whether working of following are Satisfactory?
 - (a) Document control :
 - (b) Process Control :
 - (c) Non-conformances control :

3.7) Whether Internal Quality Audits :
are carried out?

3.8) Whether non-conformities during
Internal Audits are recorded and :
disposed off following laid down
procedure?

4.0 Assessment

4.1 Understanding and interpretation by vendor

Sl No	Area of Assessment	Observation	Remark
1	Scope of work	Good/Satisfactory/Unsatisfactory	
2	Related standard	Good/Satisfactory/Unsatisfactory	
3	Construction features	Good/Satisfactory/Unsatisfactory	
4	Functional Requirement	Good/Satisfactory/Unsatisfactory	

4.2 Capability of Vendor

Sl No	Area of Assessment	Observation	Remark
1	To design/develop	Good/Satisfactory/Unsatisfactory	
2	To fabricate	Good/Satisfactory/Unsatisfactory	
3	To inspect	Good/Satisfactory/Unsatisfactory	
4	Specify remark on the capability of vendor to execute the job	Good/Satisfactory/Unsatisfactory	

4.3 Comments if any w.r.t. delivery schedules:

4.4 Comments if any on quality of product:

5.0 Conclusion:

Signatures of Team Members.

Sl No	Name	Designation	Signature & Date

Sl. no.	Checklist for indents of GHAVP & Kaiga project
1	For item covered under common BOIs identified by BHEL & GE, P.O. will be placed on vendor finalised by GE.
2	Vendor approval is required from NPCIL. Vendor to submit credentials as per NPCIL format and BHEL evaluation report.
3	QP approval is required from NPCIL OR QP is to be endorsed by vendor (previously approved QP or tender provided QP).
4	TPIA and inspector approval is required from NPCIL.
5	Direct PO on TPIA by BHEL is to be placed. NIT condition for TPIA and inspector is attached.
6	GR is to be endorsed by vendor.
7	QP procedures like NDT procedures, hydro test, WPS etc. needs to be submitted and approved by NPCIL or already NPCIL approved procedures are to be endorsed by vendor.
8	<p>List of sub-vendors will be shared with BHEL.</p> <p>Vendor to confirm for the following: - <i>Wherever NPCIL inspection as per approved QAP/ to be approved QAP, is required at works of sub-vendors of sub-vendor, detailed evaluation (as per format), along with credentials will be required to be submitted within 10 days of approval of main sub-vendor QAP?</i> <i>NPCIL/BHEL may accept / reject sub-vendors of main sub-vendor.</i></p>
9	Approved QP by BHEL/NPCIL(as applicable) is to be followed by vendor.
10	Vendor be requested to confirm to furnish inspection manday(s) for stage and final inspections with every inspection call.
11	Vendor be informed to note that BHEL/BHEL TPI and NPCIL inspection can take place at different point of time.
12	BHEL or NPCIL will not inspect the item at any other place except registered works of vendor.

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

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

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

ANNEXURE (NON-DISCLOSURE AGREEMENT)

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN _____ (Name of the Vendor), having its registered offices in _____ (Address of Vendor), registered under the no. _____ of the Companies' register of _____ (Name of Place and Country), capital stock of _____ (Value), with a place of business in _____ (Name of Place and Country) (hereinafter referred to as _____ (Name of Vendor)) which expression shall unless repugnant to the context shall include its successors & assigns.

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") which expression shall unless repugnant to the context shall include its successors & assigns. hereinafter also referred to individually as "the Party" or collectively as "the Parties".

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Tender Enquiry No... _____ also mentioned in Exhibit I;

B) It is anticipated that during the possible discussions it may be necessary for BHEL to share certain confidential and proprietary information in written, oral, visual and/or physical, sample, form to the other party (collectively "Proprietary Information", more fully detailed in clause I herein below) for the purpose of enabling the parties to interact and deliberate the aforementioned order and take it further (hereinafter referred to as "Purpose")

The parties desire to protect such Proprietary Information and ensure that it is not disclosed to any third party without the permission of the party disclosing such Proprietary Information;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term "Proprietary Information" shall mean any information or data of whatsoever kind of a confidential or proprietary nature disclosed by BHEL (hereinafter called the "Disclosing Party") to the vendor hereinafter called the "Receiving Party"), including but not limited to, commercial information, know-how and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by Disclosing Party to the Receiving Party pursuant to this Agreement, either in writing, orally or other form, which is designated as "Proprietary" or "Confidential" by the Disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above-mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential /proprietary at the time of sharing the same.

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing Party
 - identifies the Information as Proprietary at the time of original disclosure,
 - summarizes the Proprietary Information in writing.

- Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause I for marking and designation have not been fulfilled.

3. The Disclosing Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the Disclosing Party deems appropriate to fulfil the objectives

of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the Indian laws and regulations.

4. The Receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that it receives from the -Disclosing Party shall:

- a) be protected and kept in strict confidence by the Receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
- b) be only disclosed to and used by those persons within the Receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder:
- f) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

5. Any Proprietary Information and copies thereof disclosed by the Disclosing Party to the other shall remain the property of the Disclosing Party and shall be immediately returned or destroyed by the Receiving Party upon request or upon expiry of this Agreement.
6. The Receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the Receiving Party can prove that:
- a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
 - b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
 - c) it has been lawfully received from a third Party without breach of this Agreement; or
 - d) It has been or is published without violation of this Agreement; or
 - e) Disclosure of such proprietary information required by law or by a court of competent jurisdiction.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the Disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the Disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either the Disclosing Party to the Receiving Party shall not be construed as granting to the Receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries

to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the Receiving Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the Receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period often (10) years after such expiry.

12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration as per the Arbitration & conciliation Act. 1966. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

17. Notices to _____ (Name of Vendor) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____ (Name of the Authorised Person of Vendor)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention:

(Name of the PPX Incharge)

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

19. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver hereof.

20-In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portion hereof shall remain in full force & effect.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date:

Signed for and on behalf of
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of
BHEL By:

Title:

Signature:

EXHIBIT 1

to the NON-DISCLOSURE AGREEMENT between

(Name of Vendor) and

BHARAT HEAVY ELECTRICALS LIMITED

dated:_____

The Non-Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services.....for which the Enquiry issued
/ Purchase order to be placed

(Name of Vendor) list of products that require an exchange of Proprietary

Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs:

EXHIBIT 2

to the NON-DISCLOSURE AGREEMENT between

(Name of Vendor) _____

and
Bharat Heavy Electricals Ltd.

Dated _____

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For (Name of Vendor)

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Tel.

Fax

Address.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

SPECIAL TERMS AND CONDITIONS:

Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>"

Conflict of Interest:

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

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

Breach of Contract, Remedies and Termination:

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

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

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

**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/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure ----- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure -----to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure -----with effect from the date as intimated by BHEL to it.