

OUTSOURCING/BAP RANIPET

COIL SLITTING RATE CONTRACT 2026-28

SLITTING OF MOTHER CR COILS COLLECTED FROM BHEL-RANIPET INTO BABY COILS OF REQUIRED SIZE AS PER BHEL TECHNICAL SPECIFICATION, AND SUPPLY TO BHEL-RANIPET.

Open Tender Enquiry No.	6626005E, dated 22.06.2026
Tender ID No: -	2026_BHEL_62468_1
Due date of offer submission	03.07.2026 by 11:00:00
Tender opening date	03.07.2026 at 15:00:00



INTRODUCTION

Boiler Auxiliaries Plant (BAP), BHEL, Ranipet Manufactures Boiler Auxiliaries such as APH (Air Pre-Heater), ESP (Electrostatic Precipitators), FANs (Industrial Fans), G&D (Gates and Dampers), Steel Chimneys, Desalination, Fabric Filters etc.

In addition to above, BAP Ranipet also manufactures other components such as Balance of Plant (BOP) structures, Flue Gas Desulphurization (FGD) Components & structures, etc. along with the boiler auxiliary components which are also required concurrently at site to meet the project schedule.

This Open tender enquiry is issued for SLITTING OF MOTHER CR COILS COLLECTED FROM BHEL-RANIPET INTO BABY COILS OF REQUIRED SIZE AS PER BHEL TECHNICAL SPECIFICATION, AND SUPPLY TO BHEL-RANIPET.. The enquiry covers the following **1 rate schedule** as given in [Section III](#) of this enquiry.

Price variation clause (PVC) is NOT applicable. The finalized rates for rate schedule/s shall not change throughout the contract validity period. The validity period of the contract may be extended for a period agreed upon by the Contractor and the Contractee.

Reverse Auction (RA) **shall not be** conducted for this tender enquiry.

Bank Guarantee (BG) is required to be submitted.

Validity period of offer is **60 days** from the date of tender opening.

The validity period of the Contract shall be **two years** from the date of finalization of the tender. The rates finalized under this Contract shall remain firm and unchanged throughout the entire validity period.

Detailed scope of work and terms & conditions etc. are provided in various sections of this Enquiry.

Kindly follow the instructions given in [Section I](#) of this enquiry for submission of offer.

Please visit <https://eprocurebhel.co.in/nicgep/app> to download the tender document under Tender ID: **2026_BHEL_62468_1**.

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NOTICE INVITING TENDER

Tender ID: 2026_BHEL_62468_1

E-Tender: 6626005E dated 22.06.2026 is a tender enquiry for two years Contract for SLITTING OF MOTHER CR COILS COLLECTED FROM BHEL-RANIPET INTO BABY COILS OF REQUIRED SIZE AS PER BHEL TECHNICAL SPECIFICATION, AND SUPPLY TO BHEL-RANIPET.

Tender Submission:

This Enquiry is a Two-part bid-

Part I. Techno - Commercial bid

Part II. Price bid

The bid shall be submitted in two parts namely-

Part I. Techno Commercial bid

- a) [Section – II](#) and the referenced sections/clauses/annexures therein detail the Techno-Commercial requirements, as well as the terms and conditions upon which the evaluation will be conducted.

Part II. Price bid

- a) Only those bidders who qualify in the Techno-Commercial bid as specified in aforesaid clause (**Part I**) shall be eligible for the evaluation of their Price bid. The offers of other bidders shall be rejected.

All documents as listed in the Index Sheet shall be downloaded from E-Procurement System (EPS) <https://eprocurebhel.co.in/nicgep/app> under Tender ID: **2026_BHEL_62468_1**.

General Instructions

Vendor shall ensure that all the documents are duly filled and uploaded in EPS as per instructions given below:

Table of Instructions			
Sl.No.	Type	Description	Instructions
Part I (Techno commercial bid)			
1.	Fill and upload	Annexure – A Technical bid format	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.
2.	Fill and upload	Annexure – B Integrity pact	Not Applicable
3.	Fill and upload	Annexure – C Vendor registration Documents (Only for New vendor)	Firm shall fill up the details along with supporting documents . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
4.	Fill and upload	Annexure – D PQR & Eligibility Criteria	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the

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Table of Instructions			
Sl.No.	Type	Description	Instructions
			document along with all supporting documents and upload the same in EPS.
5.	Fill and upload	Annexure – E Check list for Part-I	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document along with all supporting documents and upload the same in EPS.
6.	Fill and upload	Annexure – F Affidavit	Firm shall print the document in ₹ 100 non-judicial stamp paper . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
7.	Fill and upload	Annexure – H Non-Disclosure Agreement	Firm shall fill up the details in respective annexure. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
8.	Fill and upload	Annexure – I Power of attorney (if applicable)	Firm shall print the document in ₹ 100 non-judicial stamp paper . Authorized signatory shall sign the document and company seal shall be affixed. Document to be notarized . Firm shall scan the document and upload the same in EPS.
9.	Not applicable for this Enquiry	Annexure – J Make in India local content declaration	Not Applicable.
10.	Fill and upload	Annexure – K Bidder eligibility for public procurement	Firm shall fill up the details in annexure on their letter head. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
11.	Fill and upload	Annexure – N Frame work / confidentiality agreement (Only for New vendor)	Firm shall print the document in ₹ 100 non-judicial stamp paper . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
12.	Fill and upload	Annexure - O Details of MSE/Startup	Authorized signatory shall sign the document and company seal shall be affixed. Firm to upload UDYAM Registration Certificate (URC) and all other supporting documents in EPS.
Part II (Price bid)			
13.	Fill and upload	Annexure – L BOQ (Price Bid)	Firm shall download the Price bid format from EPS. In the Excel sheet, <ul style="list-style-type: none"> • Fill in their vendor code and name in the space provided. • Fill in the Rate in ₹ per UoM in the appropriate space given for the RS for which Techno Commercial Bid is submitted. • Validate the Excel sheet • Save the Excel sheet

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Table of Instructions			
Sl.No.	Type	Description	Instructions
			<ul style="list-style-type: none">The Excel sheet shall be uploaded in EPS. After uploading, firm has to digitally sign the document using the option available in EPS.

Important dates are given in the table below-

Due date of offer submission	03.07.2026 by 11:00:00
Tender opening date	03.07.2026 at 15:00:00
Place for Submission of Offer	e-procurement Portal
Place of Tender Opening	e-procurement Portal

1. The Bidders are advised to go through all the enclosed Tender documents and Rate Schedule(s) carefully before submitting their offer.
2. All the Annexures should be filled, wherever applicable by the bidders without fail, for evaluation of their offer and all necessary **self-attested** copies of the supporting documents as required shall be attached.
3. Documents that are required to be submitted for each part-bid are given in [Table of Instructions](#) mentioned above.
4. In case of **non-submission of above documents** in requisite manner, **offer submitted by subcontractor shall be rejected.**
5. **Conditional offers, offers which are incomplete or defective and offers** not in accordance with the Tender conditions **shall be rejected.**
6. As this tender enquiry is an E-Tender enquiry hence offer shall only be submitted in EPS only. No other mode of offer submission shall be entertained.
7. For participating in the e-tender, Digital Signature Certificate Class III is mandatory for the subcontractor to quote.
8. The offer should be submitted on or before the due date & time mentioned in the E procurement portal. Further tender due date extension, if any, will be communicated through E-procurement portal only.
9. In order to enable subcontractor for submission of error-free offer, the following checklist (Annexure E) has been provided. Subcontractor may refer the same before submission of offer.

No.	Guidelines for submission of offer by Bidder/subcontractors
1.	Read and understand scope of work
2.	Vendor to take care of the Unit of measurement in this tender before quoting price
3.	Note the offer validity and contract validity
4.	Note the Conditions w.r.t BG requirement before submission of offer
5.	Declare % of local content (Make in India) along with offer (if applicable)

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6.	Note the applicability of PVC.
7.	Read and Understand the BHEL Guidelines for Suspension of business dealings with suppliers/contractors (available at www.bhel.com) fully.
Note:-	
1.	The above guidelines are only indicative and not exhaustive.
2.	Bidder/Subcontractor is strictly advised to read and understand terms & conditions given various Sections and Annexures of this Enquiry before submission of offer.
3.	Any changes to offer after bid opening will NOT be entertained.

Vendors Not Eligible to Quote:

Vendors declared/notified as defaulters/poor performers on quality/delivery grounds are not eligible to quote. The vendors with whom the material shortages were found during stock verification and not settled at the time of tender opening will not be considered. Vendors under debarment by BHEL are not eligible for whole tender. Offers, if any, received from such vendors shall not be considered.

Validity of Offer and contract

The validity period of offer is 60 days from the date of tender opening. However, **Contract validity (including prices) shall be two years** from the date of finalisation of Contract.

Corrigendum:

Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Revisions, etc. to Tender Specifications will be hosted in <https://eprocurebhel.co.in/nicgep/app> under the Tender ID no. mentioned above.

The bidder along with its associate/ collaborators/ sub- contractors/ sub-vendors/ consultants/ service provider shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

E-Tenders are hereby invited from vendors for the above scope.

For any clarification required in this regard, the Bidders may contact:

Engineer Trainee /Contracts or Sr. Manager / Contracts

Outsourcing Department, Boiler Auxiliaries Plant

Bharat Heavy Electricals Limited, Ranipet-632406

Phone: 04172-284345, 04172-284384

E-mail: varaprasad.k@bhel.in; arulsevi@bhel.in

**Senior Manager/ Outsourcing
BHEL-Ranipet**

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SALIENT FEATURES

1. This is a notice inviting tender from bidders in Two-part bid for SLITTING OF MOTHER CR COILS COLLECTED FROM BHEL-RANIPET INTO BABY COILS OF REQUIRED SIZE AS PER BHEL TECHNICAL SPECIFICATION, AND SUPPLY TO BHEL-RANIPET.
2. The total quantum of work is categorized into one Rate Schedule (RS) listed in [Section III](#). The tentative quantity in this enquiry is as given in [Section III](#).
3. Upon finalization of the rates for the Rate Schedules (RS), the firm shall enter into a contract with BHEL. The terms and conditions governing this contract are provided in [Section IV](#). The general conditions are narrated in Section IV '1'. The scope of work with detailed terms & conditions is narrated in Section IV '2'.
4. Vendor shall quote rates on “**₹ Per Unit of Measurement (UoM)**” basis as given in price bid format. Rates quoted in any other format/in any other units shall be rejected. Rate quoted shall include charges (excluding GST) for the total scope of work as detailed in [Section IV](#). Various Unit of measurements (UoM) used in this enquiry are given below:-

UOM	Unit of Measurement
MT	Metric Tonne

5. Vacant.
6. Vacant.
7. Vacant.
8. Vacant.
9. Price Variation Clause (PVC) is NOT applicable.
10. **Reverse Auction (RA) is not applicable for this Tender enquiry.**
11. [Section X](#) contains special provisions of this tender enquiry for Micro and Small enterprises (MSE).
12. The vendor shall not sublet or assign this work or any part thereof without the prior written permission of BHEL.
13. **Person Authorized for Signing the Tender Documents:**
 - i. The tender documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'Power of Attorney' as per [Annexure I](#) on behalf of the firm/company/Bidder-concerned and authorized/empowered, by MD or Board of Directors or owner of the firm, to act on behalf of the firm for quoting the Tender and all proceedings connected with, till finalization and execution of the Contract.
 - ii. In case of Single Ownership / Proprietorship establishment, tender shall be signed by the Owner / Proprietor Only.
 - iii. In case of partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Firm authorized to do so or by a person holding the 'Power of Attorney' as per [Annexure I](#) on behalf of the

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Partnership Firm. A copy of the Latest Form A, Partnership Deed and/or a copy of the Power of Attorney, attested by a Public Notary shall accompany the offer.

14. Conditions for rejection of offers

- i. Following is the list of situations which would lead to rejection of offer/s.
- ii. BHEL reserves the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard.
- iii. If the offer fails to meet the technical requirements/specifications of the tendered item/s.
- iv. If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, cancellation clause etc., specified in the tender.
- v. If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries **within 3 working days** unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or **maximum 2 working days on a reminder thereon**, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.
- vi. This list is not exhaustive but only indicative.

15. Evaluation of Offer:

Submission of Price Bids:

The rates shall be quoted only in the **Price Bid format in numerals**.

The rates shall be quoted in **₹ per Unit of Measurement (UoM)**.

The quoted rates shall be **exclusive of GST**.

Bidders are required to quote for the given rate schedule.

Evaluation of bids:

The techno commercial offer submitted by vendor shall be subjected to evaluation as per the eligibility for rate schedules/groups/items and submission of required documents including PQR (Annexure D). **PQR will be evaluated**. Clarification required from vendors, if any shall be furnished by vendors within the time specified and delayed responses beyond the stipulated time lines are liable to be rejected. Such evaluation may include spot assessment at bidder's works during which all facilities as declared by the vendors will be verified (all machines/equipment should be in working condition during the assessment). The evaluation procedure is further detailed in subsequent clauses. Results of the evaluation process shall be intimated to all the vendors who have submitted the required documents as per terms and conditions stipulated in the tender documents.

16. Evaluation of Price Bids

- i. Rate quoted by Vendor in Rate Schedule shall be based on the Scope of Work given in this Tender Enquiry. (Note: Quoted rate shall be exclusive of GST.)
- ii. The rates quoted shall be evaluated on the basis of **"Total cost to BHEL"**.
- iii. The quoted rates shall be checked for realism as per the subsequent clause on **"Abnormally Low Offers"**.
- iv. For each rate schedule/item, bids shall be ranked in ascending order of quoted prices, from the lowest (L1) to the highest (H1). The bidder with the lowest rate shall be declared as L1, followed by L2, L3, and so on.
- v. **Tie Breaking:**
Tie for L1 Position:

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In the course of evaluation, if more than one bidder happens to occupy L1 (lowest bidder) status, effective L1 will be decided by **soliciting discounts** from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1-bidder shall be decided by a **toss/draw of lots**, in the presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

Tie for H1 Position:

In case of tie for H1 rank, the bidders shall be ranked in the order of their offer submission with the **bidder submitting the offer last will get the H1 rank**. If further tie breaking is required, then 'draw of lots' shall be taken as a final measure (in presence of such vendors, who may like to be present) to break the tie. BHEL's decision in such situations shall be final and binding.

Tie for other than L1 or H1 Position:

If more than one bidder happens to occupy same status other than L1, H1, then ranking will be done in the order by providing lower rank to the vendors having an earlier date of **commencement of business activity as in UDYAM certificate**. If further tie breaking is required, then 'draw of lots' shall be taken as a final measure (in presence of such vendors, who may like to be present) to break the tie. BHEL's decision in such situations shall be final and binding.

- vi. Tenderer contacted for this enquiry does not automatically qualify for consideration just because they are found to be the lowest in Tender. BHEL reserves the right to reject any offers without assigning any reasons.
- vii. If the L1 rate is found not acceptable to BHEL, then BHEL reserves the **right to negotiate** with the L1 bidder before finalizing the rate.
- viii. BHEL has the **right to re-float the Tender Enquiry or short-close** the Tender Enquiry if L1 Bidder's price is not the lowest acceptable price, or for other reasons.
- ix. All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.
- x. Offer with any pre-conditions (like conditional discounts) for price are liable for rejection.
- xi. BHEL reserves the **right to reject** without assigning any reasons other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- xii. In case of any discrepancy between the description of work or quantities, specifications, drawings and for other tender documents, the **decision of BHEL in writing is final, binding and conclusive** for the purpose of this contract.
- xiii. BHEL reserves the **right to reject** an offer due to unsatisfactory past performance during tender finalisation/execution of a contract at any of BHEL projects / units.
- xiv. BHEL reserves the **right to conduct** negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offeror and If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.
- xv. After price bid opening but before placement of order, if a bidder/vendor/supplier withdraws his offer or varies it in any manner within the validity period, suitable action will be taken as per guidelines for Suspension of Business Dealings.

17. Abnormally Low Offers

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If the prices offered by L1 Bidders are found to be **unrealistic, unworkable with respect to BHEL's estimate or prevailing market rates**, BHEL will ask for justification also demand the break up cost element for such rates from the bidders with appropriate documentary evidence and if not submitted it will be construed that the bidder has offered the rates with an intention to sabotage BHEL Tender process/ tamper Tendering procedure, affecting the tender process. In such cases, BHEL will have the discretion to reject the offer in line with BHEL procedures. Hence the bidders are advised to exercise abundant care in submitting a correct genuine offer.

18. Counter Offering Process

- i. Once the L1 rate is finalized, then the L1 rate shall be counter offered to the other technically qualified vendors for their acceptance.
- ii. Wherever the number of qualified responses is **three or more, counter offer shall be extended to all qualified bidders except H1 bidder (H1 Elimination)**. Wherever the number of qualified responses is only two, then the counter offer shall be extended to H1 bidder.
- iii. If there is tie among eligible bidders for ranking position other than L1, then tie-breaking shall be done as per **"Tie breaking"** clause of this section, and ranking for each bidder shall be revised subsequently. Counter offering shall be done based on the revised ranking. However, loading shall be done contingent to acceptance of Counter Offer, revised tender ranking post tie breaking and load distribution terms as specified in this tender enquiry.
- iv. In case of counter offered rate for the rate schedule is not accepted by any lower tender ranked bidders, then the load designated for that lower ranked bidder will be allotted to the next lower ranked bidder and so on till the number of required sources is achieved.
- v. In case of non-Execution by a vendor, the quantum not executed by the defaulting vendor will be offered to eligible vendors in order of their tender rank.
- vi. In case the identified quantum could not be loaded on existing vendors due to their capacity constraints/not willing to take further load then the quantum shall be offered to other vendors who have accepted the counter offer based on tender ranking.
- vii. Contract will be entered with the bidders who accepted the counter offer subjected to their ranking and eligibility as well as the L1 vendors.

19. Suspension of Business Dealings with Vendors:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the debarred firms, shall be rejected. The list of debarred firms is available on BHEL web site <https://www.bhel.com/supplier-registration>.

Integrity commitment, performance of the contract and punitive action thereof:

- i. Commitment by BHEL:
 - i) 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.
- ii. Commitment by Bidder/Vendor/Supplier/Contractor:
 - i) 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 provision of the Indian Penal Code, 1860 or any other law in force in India.

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- ii) 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 guidelines issued from time to time by Govt. of India/ BHEL.
- iii) The bidder/supplier/contractor will perform/execute the contract as per the contract terms conditions and will not default without any reasonable cause, which causes loss of business/money/reputation to BHEL.

If any bidder/supplier/contractor during pre-tendering/tendering/post tendering/award execution/post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/contractor as per extant Guidelines for Suspension of Business Dealings with suppliers/contractors available on <https://www.bhel.com/supplier-registration> and/or under applicable legal provisions.

20. Fraud Prevention Policy

- i. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on **website <https://bapsem.bhel.in>** and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- ii. As per BHEL's Fraud prevention Policy, Nodal officers were nominated by BHEL Management. The details of such Nodal officers are furnished below:

Name Shri/Smt	Designation	Email ID	Phone No
Siddhartha Das	GM/ Commercial, RM, PC & OS	sdas@bhel.in	04172 28 4710
Virendra Dixit	GM/MM,Erection Services,Civil & WCM	virendradixit@bhel.in	04172 28 4607
Kannan S	AGM/Finance	kannans@bhel.in	04172 28 4624
Bushkalainathan B	DGM/Vigilance	bushkalai@bhel.in	04172 28 4463

- iii. Any bidder / contractor who come across any fraudulent behaviour of BHEL's employees may communicate the same to any / all of these Nodal officers.

21. Other Instructions for Bidders:

- i. All entries in tender documents shall be clearly written in one ink or typed.
- ii. Vacant.
- iii. Techno Commercial Bid (Part I) may be submitted for the given rate schedule.
- iv. Accordingly, Price Bid (Part II) shall be submitted only for the given rate schedule for which Techno Commercial Bid has been submitted.
- v. Vendors/Bidders are instructed to fill the details ONLY in the space provided in all Annexures. Changing the formats, price bid formats or modifying the contents of formats or any other insertions/deletions is unacceptable and will be construed as tampering of BHEL's process, and the offer of the concerned vendor may be rejected.

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- vi. Bidder shall be responsible to ensure that the tender documents, drawings, Quality documents and related technical & commercial conditions are studied and understood completely before they submit their offer.
- vii. MSE Vendors, who seek to avail the concessions/subsidies as per Govt. guidelines, are required to submit valid MSE/UDYAM certificates along with the Techno Commercial Bid as specified.
- viii. Offers with deviations to techno commercial terms and conditions which are incomplete/otherwise considered defective/tender submitted is not in accordance with the tender conditions/deviations to the conditions, shall be rejected.
- ix. If a Bidder's/Contractor's or a firm of Contractor/any of its shareholder's or shareholder's RELATIVE is EMPLOYED in BHEL, BHEL shall be informed in writing of this fact at the time of offer submission. Hiding of such fact may lead to cancellation of tender/Contract/PO, besides other actions as per BHEL's procedures.
- x. The entire Terms and Conditions contained in all the Sections & Annexures of this Enquiry shall be deemed to form an integral part of the Contract to be entered between the Vendor & BHEL.
- xi. If any correction is to be made in the offer by the firm, his//her/their Representative, must be authenticated by the firm who has signed the original tender to do such corrections till the due date and time of tender submission.
- xii. On submission of the offer, it shall be deemed that the firm has submitted their offer only after completely understanding all the requirements both explicit & implied and accepting all the terms and conditions mentioned in the Enquiry. After due date of tender submission, the bidders are not allowed to change/alter any of the conditions either partly or fully. Offers of any such firms doing so will be rejected.
- xiii. **No revision (including quoted rates) in the tender shall be entertained after due date and time of tender submission.**
- xiv. If a firm/bidder is found to have given false information/documents as a part of their offer, such offers shall be rejected and actions shall be taken as per "Guidelines for suspension of business dealings with suppliers/contractors". Abridged version of the guidelines is accessible to all at <https://www.bhel.com/supplier-registration>.
- xv. In case BHEL finds that vendors/bidders join together, form cartel, or influence others/new vendors to submit offers in their favour, then BHEL will take action against such vendors in line with the "Guidelines for suspension of business dealings with suppliers/contractors".
- xvi. BHEL reserves the right to operate or close the tender partly or fully.
- xvii. As a policy, BHEL is not registering any power of attorney issued by contractors/suppliers in favour of their bank for the collection of invoice amounts on behalf of contractors/suppliers. Merely, because BHEL had acted upon any such request by the party or their bankers does not constitute any legal right or binding on BHEL for any acts of omissions and commissions or failure to act upon it or for any payment made directly to the party. If any banker includes BHEL also as a **party** to any such dispute between the banker and the **party**, all legal and incidental expenses thereof will be recovered from the concerned parties only.

22. Declaration:

All the Sections and Annexures in this enquiry are part of the tender terms and conditions. On submission of Tender, the Tenderer declares that all the Terms and conditions mentioned in this Enquiry have been completely read and understood, and the prices quoted are in accordance with the same.

SECTION – III

LIST OF RATE SCHEDULES

A list of Rate Schedules (RS) and the associated requirements necessary to carry out the work under each RS covered in this Enquiry is provided in the table below-

RS	Project	RS Description	Quantity in UoM (MT)	Load Distribution/ Max Vendors	Delivery Period	Delivery to
CSRC01	Various Projects	Slitting of CR coils (0.50/0.63/0.80/1.20/1.214 mm thickness, width varying from 300mm to 1550mm, Grade Carbon and Corten Coils). Number of slits vary from 1 to max 4. PO's will be placed in Staggered manner. Material accounting will be 100% based on mother coil weight to that of finished coils (Baby coil weight plus scrap /offcut) weight. Weight difference to a tune of 0.5% of the mother coil weight will be allowed on account of non-recoverable invisible wastage due to cutting and wiping of oil.	1,500	L01: 70%; L02: 30%;	Within 15 days from PO date	BHEL/Ranipet/ Stores

1. Eligibility criteria for all rate schedules: **As per [Annexure D](#).**

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TERMS AND CONDITIONS

This section contains the detailed terms and conditions of contract to be executed between the firm and BHEL upon finalization of rates of Rate Schedules. These terms and conditions are described in the following two parts-

1. General conditions of the contract.
2. Terms and conditions of the contract.

1. General Conditions of the contract

1.1. DEFINITIONS

Throughout these conditions and in the specifications “THE CONTRACTEE” means the Bharat Heavy Electricals Limited, acting through the General Manager/OUT SOURCING, Ranipet, unless the context provides otherwise, “THE CONTRACTOR/VENDOR ” means the person, firm, vendor or company with whom the Purchase Order under this contract is placed and shall be deemed to include the contractor’s successors (approved by the Contractee) representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the contract. “DRAWINGS” means the drawings exhibited or provided for the guidance of the Contractor by the Contractee.

1.2. EXECUTION

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contractee, or the Inspecting Officer who shall have power to reject any of the Structural which he may disapprove; and his decision thereon and any question as to the true intent and meaning of the specifications of drawing or of the work necessary for the proper completion of the contract, shall be final and conclusive. The Contractee may require alteration if any to be made during the progress of work and should these alterations be such that either party to the contract considers as an alteration involving change in cost such alteration shall not be carried out until amended cost have been submitted by contractor and accepted by the Contractee. Should the Contractor proceed to work without obtaining the consent of the Contractee in writing to an amended cost of work the Contractor shall be deemed to have agreed to execute the work at such charges as may be considered reasonable by the Contractee.

1.3. FORCE MAJEURE

If any time during the continuance of this Contract the performance in whole or part by either part of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, acts of public enemy, civil commotions, sabotage, fires, floods, explosions, epidemic quarantine restrictions or acts of God (herein referred to as events), provided the notice of the happenings of any such events is given by either party to other party within 21 (Twenty one) days from the date of occurrence thereof, either party shall by reason of such event not be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the Contractee as to whether such event has come to an end or has ceased exist shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any

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waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining work schedules.

1.4. TERMINATION OF CONTRACT

If, as a result of difficulty in procurement/collection of materials which is justified with proper documentary evidence and BHEL's concurrence or due to force majeure reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, the Contractee to the extent considered necessary may grant extension of time. Should there be delay in work, beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing work elsewhere and Clause related to BREACH OF CONTRACT, REMEDIES AND TERMINATION as given in [Section IV](#) of this Enquiry shall be invoked.

1.5. INTERPRETATION

The Contractee shall decide any dispute or difference of opinion in respect of the interpretation, effect or application of this particular condition of the Contract or the amount recoverable hereunder from the contractor and the decision shall be final and conclusive.

1.6. BOOK EXAMINATION CLAUSE

The Contractor shall whenever required produce or cause to be produced for examination by any Officer of the Contractee authorized in that behalf, any cost or other account book or account voucher, receipt letter, memorandum, paper or writing or any copy extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such officer of the Contractee on this question or relevancy of any documents, information or return being final and binding on the Parties). The obligation imposed by this clause is without prejudice to the any other obligation under the contract / purchase order or under any statutes/ rules or orders binding the contractor. The contractor shall if the authorized officer or the Contractee so required (whether before or after the prices have been finally fixed), afford facilities to the officer of the Contractee concerned to visit the contractors works for the purpose of examining the process of manufacture and estimate or ascertaining the cost for production of the articles, if any portion of the work be carried out by a sub-contractor of any subsidiary of an allied firm or company, the authorized officer of the Contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied firm or company shall be open to his inspection.

1.7. CONFLICT OF INTEREST

- 1.7.1. 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:
- 1.7.2. 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:
 - 1.7.2.1. 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;

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- 1.7.2.2. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- 1.7.2.3. 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.
- 1.7.2.4. 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 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.

1.8. SET OFF CLAUSES

Notwithstanding anything contained herein, the payment shall be subject to the deduction of any amount for which the vendor is liable directly or indirectly under this contract or any other contract of the vendor or any other vendor's contract where the proprietor/any of the partners /directors of the present vendor is/are proprietor/director/s /partner/s, in respect of which BHEL, Ranipet is a "Contractee".

1.9. RESOLUTION OF DISPUTES

The parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, 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 (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

Notes:

- (a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- (b) 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.

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The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Except as provided elsewhere in this contract, in case amicable settlements is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to other party refer such dispute or difference to the sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of arbitration and conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be BHEL, Ranipet. The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration, the courts at Ranipet shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.”

A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

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1.10. LAWS GOVERNING THE CONTRACT

The Laws of Government of India in force shall govern the Contract. Irrespective of the place of the execution of the Contract/ place of payment under the contract, the contract shall be deemed to have been made at the place at which the acceptance of the offer has been issued.

1.11. JURISDICTION OF THE COURT

The **Courts at Ranipet, Tamil Nadu** alone shall have jurisdiction to decide any dispute arising out of or in respect of the contract.

1.12. STATUTORY VARIATION

1.12.1. Any increase or decrease in statutory taxes, duties, levies, or Government-imposed charges applicable to the contract, arising due to enactment or amendment of statutory provisions after the bid submission date (Base Date), shall be reimbursed/recovered at actuals, subject to documentary evidence and certification by the BHEL.

1.12.2. No increase on account of statutory variation shall be payable for the period of delay attributable to the Contractor; however, any statutory decrease during such period shall be passed on to the BHEL. Such adjustment shall be limited strictly to statutory impact on the contractual scope and shall not include market price variation, overheads, or profit.

1.13. THE GLOBAL COMPACT

Global Compact was a signature initiative of the then United Nations Secretary General Kofi Annan and Four United Nation Agencies:

- 1.13.1. Office of the High Commissioner for Human Rights
- 1.13.2. International Labour Organisation
- 1.13.3. United Nations Environment Programme
- 1.13.4. United Nations Development Programme

This is a broad-based initiative and engages:

- Individual Companies
- Business Associations
- International Labour
- Human Rights, Environment and
- Development Organisations
- Academic & Public Policy
- Institutions and United Nations

The Contractee (BHEL) is a member of this Global Compact. As a participating company, we have the obligation to-

- i. Support and respect Human Rights within our spheres of influence.
- ii. Make sure we are not complicit in Human Rights abuses.
- iii. Make sure we are not employing Forced or compulsory labour.
- iv. Refrain from employing Child Labour
- v. Eliminate discrimination in our hiring and firing policies.
- vi. Support a precautionary approach to Environmental challenges.
- vii. Undertake initiatives to promote greater environmental responsibility.
- viii. Encourage development and diffusion of environmentally friendly Technologies.

Contractor shall also ensure to fall in line with the above principles.

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1.14. EXTENSION OF CONTRACT VALIDITY

BHEL reserves the right to extend the validity of the Contract for such further period(s) as may be deemed necessary, subject to the mutual written consent of both BHEL and the Vendor. Such extension shall be on the same terms and conditions of the Contract, including rates, unless otherwise mutually agreed in writing. However, BHEL shall have no obligation to offer such extension and similarly, the Vendor shall have no obligation to accept such extension.

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2. TERMS AND CONDITIONS OF CONTRACT

2.1. QUANTUM OF WORK

2.1.1. The total tentative quantum envisaged for ordering through this Contract is approximately as per rate schedule list involving following products.

2.1.1.1. SLITTING OF MOTHER CR COILS COLLECTED FROM BHEL-RANIPET INTO BABY COILS OF REQUIRED SIZE AS PER BHEL TECHNICAL SPECIFICATION, AND SUPPLY TO BHEL-RANIPET.

2.1.2. The entire quantum of work is as given in [Section III](#). The quantity indicated is tentative and may vary during the execution of the contract, depending on the order inflow to BHEL, customer clearance, project progress etc.

2.1.3. Description of the rate schedule is only indicative and may change design to design/drawing to drawing.

2.2. NO. OF SOURCES REQUIRED

The maximum no. of vendors required to execute the quantum of work in the given RS is narrated in the [Section III](#).

2.3. LOAD DISTRIBUTION

2.3.1. Load distribution shall be done as per below table,

No of vendors	%Load Distribution	
	L1	L2
2	70	30
1	100	

2.3.2. In case, number of bidders accepting the offer (including L1 bidder) is less than the required maximum number of sources then the **remaining load shall be offered to L1 bidder**.

2.3.3. Performance monitoring of the supplier will be carried out periodically. This will be one of the main criteria for ordering.

2.3.4. Based on the load share vendor will be required to enhance their production capacity to meet BHEL's delivery requirement.

2.4. FIRM RATE

2.4.1. FIRM Rates shall be quoted in per MT basis (For conversion work as per tender scope with Free material issued by BHEL).

2.4.2. Kindly note that rate shall be quoted for the total mother coils weight required/issued. However, PO will be placed considering baby coil weights with rate arrived proportionate to the mother coils requirements. Afterwards, PO rates will be amended as required, based on the total mother coil weight issued and the weight of the individual baby coils. Sample working is given in the following table as demonstration for rate schedule operation.

		Baby Coil		Mother Coil					
S.NO	DESCRIPTION	QTY	UNIT	DESCRIPTION	QTY	SAMPL E Rate per KG for the	Total Rate based on Mother	Final PO rate	Total PO rate based on

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						Mother Coil Weight	Coil Weight	based on Baby Coil Weigh t	Baby Coil Weight
1.	CR COIL 0.63X711 IS 513 DD	10,000	KG	CR COIL 0.63X800 IS 513 DD	12,000	1.50	18,000	1.80	18,000.00
2.	CR COIL 0.63X500 IS 513 DD	35,000	KG		56,000	1.50	84,000	2.40	84,000.00
3.	CR COIL 0.63X750 IS 513 DD	15,000	KG		16,000	1.50	24,000	1.60	24,000.00
4.	CR COIL 0.63X550 IS 513 DD	15,000	KG		22,000	1.50	33,000	2.20	33,000.00
5.	CR COIL 0.63X1050 IS 513 DD	10,000	KG	CR COIL 0.63X1550 IS 513 DD	15,000	1.50	22,500	2.25	22,500.00
Total					1,21,000		1,81,500		1,81,500

2.4.3. Your rate shall include the following operations wherever involved: -

- a) Packing and forwarding charges,
- b) Cost of standard fasteners, packing materials and consumables
- c) Any straightening work, de-coiling and coiling shall be carried out by the contractor at his cost,
- d) Any transportation/handling (including raw material collection) of material/job till final delivery of job to BHEL stores,
- e) Taxes/Duties, payable extra, if any, shall be indicated separately.

2.5. PURCHASE ORDER (JOB WORK ORDER) ISSUE

2.5.1. Purchase Orders (POs, Job work order) shall be issued in **phased manner** as per the given load distribution.

2.5.2. In case of new vendors, The Inspection report on First-of-trial (if required) of First PO shall be submitted. Further loading of jobs will only be considered after the successful completion of the PO.

2.5.3. Performance monitoring of the supplier will be carried out periodically. This will be one of the main criteria for issue of purchase orders.

2.5.4. Tentative quantity likely to be ordered against each Rate Schedule is indicated in the Technical Bid. BHEL does not guarantee ordering of any minimum quantity on any Vendor.

2.6. PURCHASE ORDER CANCELLATION

The purchase order may be cancelled in any of the following cases:

- 2.6.1. BHEL has the right to divert/cancel the Purchase Order if the Vendor has not **collected the cleared raw materials** for Purchase Order **within 10 days** from date of material clearance. This is to avoid delay in project schedule due to delay in raw material collection by Vendors. In case the Vendor fails to meet above requirement regarding raw material collection, BHEL has the right to get the items ordered elsewhere and Clause related to BREACH OF CONTRACT, REMEDIES AND TERMINATION as given above shall be invoked with notice

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to the Vendor and action shall be taken as per extant Guidelines for Suspension of Business dealings with Suppliers / Contractors. Moreover, no compensation shall be given to the vendor, in case of such cancellation/diversion of PO(s) even if the jobs have been processed partly.

2.6.2. The loaded purchase order may be diverted to other eligible vendors who have signed the contract for the following situations to meet the delivery and project commitments and secure BHEL material on intimation to vendors.

2.6.2.1. Vendors are unable to process the purchase order (PO) due to

2.6.2.1.1. Capacity constraint

2.6.2.1.2. Not collection of material within 30 days even after material clearance.

2.6.2.1.3. Non-performance with more backlogs

2.6.2.2. In case of vendor found default under the ground of Stock-verification, placing of purchase order will be stopped for 6 months or up to the settlement of stock whichever is later. No compensation shall be given to the Subcontractor, in case of diversion of PO(s) even if the jobs have been processed partly/fully.

2.6.3. If the vendor fails to deliver the jobs as committed, any instalment thereof within the period fixed for such delivery, or the vendor's poor progress of the job / vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to vendor including unexecuted portion of supply does not appear to be executable within balance available period.

2.6.4. Non-supply by the vendor within scheduled completion/delivery period as per Contract, for the reasons attributable to the vendor.

2.6.5. Assignment, transfer, subletting of Contract without BHEL's written permission.

2.6.6. If the vendor be an individual or a sole proprietorship Firm, in the event of the death or insanity of the vendor.

2.6.7. Non-compliance to any contractual condition or any other default attributable to the vendor.

2.6.8. In the event of the non-performance of the contract, by the vendor, the rights of BHEL include, in addition to cancelling the order, to take alternate action as mentioned in the breach of contract.

No compensation shall be given to the vendor, in case of cancellation of PO(s) even if the jobs have been processed partly.

2.7. SCOPE OF WORK

2.7.1. Main Scope of Work

2.7.1.1. Slitting of CR coils (0.50/0.63/0.80/1.20/1.214 mm thickness, width varying from 300mm to 1550mm, Grade Carbon and Corten Coils). Number of slits vary from 1 to max 4. PO's will be placed in Staggered manner. Material accounting will be 100% based on mother coil weight to that of finished coils (Baby coil weight plus scrap /offcut weight). Weight difference to a tune of 0.5% of the mother coil weight will be allowed on account of non-recoverable invisible wastage due to cutting and wiping of oil.

2.7.1.2. Slitting of CR coils (Mother coils into required Baby Coils + Scrap)

a) Mother coil to be collected from BHEL/Ranipet/Stores.

b) Handover the baby coils (with IR and DC) along with the balance materials to BHEL/Ranipet/Stores.

c) Vendor shall deliver the finished coils in tightly strapped condition.

2.7.1.3. Fabrications/ Machining of components shall strictly confirm to the dimension and tolerances indicated below.

a) Dimension tolerance: Coil ID 500 ± 20 mm

b) Mother coil loading Tolerance in weight -10 to +30%, coil ID 500 ± 20 mm

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- c) Baby coil Width Tolerance: -1.5 mm to +0 mm
- d) Baby coil Weight tolerance $\pm 10\%$

2.8. RAW MATERIAL ISSUES AND ACCOUNTING

- 2.8.1. In the event of conversion work, raw materials as per Norms will be issued (at random sizes) from our Stores. Additional material, if required, will be issued based on your cutting plans **duly scrutinized and approved by OS officials**. Wherever there is an excess issue of material, cutting plan shall be submitted.
- 2.8.2. Materials, as per the preceding clause, shall be collected by the fabricator from BHEL/Ranipet Stores and finished products to be delivered to BHEL/Ranipet Stores/Shipping.
- 2.8.3. The Cutting Plans should be of “Optimum only”, in order to maximize the utilisation of the material issued, specifically where the left-out material can better be used for other jobs. The balance material, if any after Cutting Plan approval/ machining / fabrication shall be returned to our Stores at Contractor’s cost. BHEL reserves the right to call for the returning of the balance material not withstanding its designation (ie. Whether Scrap / Big-size-Scrap)

2.9. WORKING ALLOWANCE

A working allowance including invisible wastage of 0.5% for weight of the coils will be allowed over and above the net weight of components. Balance materials (prime/off cut/PDO/scrap/cut bits etc.) shall be properly accounted by the Fabricator. Returning of Prime Material and cut bits (all material bigger than the size of Scrap Matl.) are mandatory which shall be deposited at our Stores, at Fabricator’s cost.

2.10. SCRAP / OFF-CUT NORMS :

2.10.1. SCRAP / OFF-CUT table:

Sl	Description	Scrap Size (mm)	Off Cut Size (mm)
1.	CS/AS Sheets & Plates	Below 500 X 250	500 X 250 & above
2.	Big Size scrap Length x Breadth CS/AS Sheets & Plates	(2500 & above)X (150-249)	-----

- 2.10.1.1. All Off-Cuts (Ferrous, Non-Ferrous, SS etc.) are to be returned to BHEL stores with RSV at contractors’ cost.
- 2.10.1.2. Returning of Off-Cuts/Prime material to BHEL is mandatory. Failure to return the materials (prime material/off-cut) will entail recovery of the cost of materials along with GST and other Taxes & other Statutory levies as applicable plus departmental/administrative charges fixed from time-to-time as per clause “**Failure to return the material**” from any of the running bills of the supplier/other means of recovery available for the non-returned quantum. The non-returned quantum of material (Prime/offcut) will be as per FMAS approved by BHEL.
- 2.10.2. **Failure to return the material:** Failure to return the materials (prime/off-cut) will entail recovery of the value of the materials plus departmental/administrative charges fixed from

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time to time. Currently the departmental/administrative charges are 25% for indigenous material and 50% for Imported materials on the material value. In addition, statutory taxes, duties & levies as applicable will also be recovered and no claim for refund will be admitted by BHEL, Ranipet. The rate of departmental and administrative charges as applicable from time to time irrespective of the date of failure will be applicable. Besides penal interest will be levied on the material value, for the period starting from date of issue of material.

2.10.3. Recovery for Scrap:

The difference between the Issued weight & (Net weight + invisible wastage-offcut) shall be considered as scrap. Returning of scraps is mandatory which shall be deposited at our Stores, at Fabricator's cost. NON-RETURN OF SCRAP WILL ENTAIL RECOVERY. During the currency of the Rate Contract the recovery for scrap shall be as per the Extra Rate Schedule No. indicated hereunder.

Sl.No.	Description	Rate Schedule	Rate (Basic) of Recovery in Rs per MT
01	CS/AS/ Asbestos, wool, CAF Scrap	E41	30,300.63

The recovery rate schedule E41 is finalized through OS main rate contract (currently 654001E valid till 12.12.2026). The current E41 rate shall be valid till 12.12.2026. The finalized rate of rate schedule E41 is to be revisited every 6 months wrt 90% of average rate on Melting Scrap HMS-II - Chennai region published in the Joint Plant Committee (JPC) or as finalized through a new OS main tender enquiry. If the finalized rate changes (+/-) w.r.t 90% average rate of Melting Scrap HMS-II- Chennai for six months, then the revised rate will be operated for following/next six months period. Rates mentioned in JPC are inclusive of GST. So, while calculation of revised rate, JPC rates excluding GST shall only be considered.

2.10.4. RECOVERY FOR PRIME MATERIAL:

In case of non- return of prime material/ off cut, the following amount will be recovered.

1.	CR COIL 0.63 IS 513 DD	PSL INR 63,460 per MT
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2.10.5. Wherever attested materials are issued, the balance materials are to be returned only in the attested condition. Otherwise clause “**Failure to return the material**” will be applicable.

2.10.6. The materials rejected due to reasons attributable to vendors like (a). Faulty workmanship, (b). Improper storage of raw material issued by BHEL (c) improper handling (d) improper packing etc. will entail recovery at prime material's cost as per clause “**Failure to return the material**”. The materials rejected due to other reasons shall be returned to BHEL Ranipet Stores failing which recovery will be made as per clause “**Failure to return the material**”.

2.11. MATERIAL ACCOUNTING

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Material accountal for the job executed are to be done by the firm, in the form of Material Accountal Statement as per BHEL norms within two weeks of dispatch of items. **Material accountal will be 100% based on mother coil weight to that of finished coils (Baby coil weight plus scrap/Offcut weight).** Weight difference to the tune of 0.5% will be allowed on account of Non-recoverable invisible wastage due to cutting loss and wiping of oil loss. Weighment recorded at BHEL Weigh bridge for both outward dispatch and inward receipt coils is final for settling of Material Accountal and Payment.

For the purpose of material accounting after completion of a particular WO, BHEL/OS department will issue a preliminary material accounting statement in VIS portal, the next day of completion.

- 2.11.1. **The Contractor shall respond within 15 days** from the PO completion date, either by accepting the PMAS (Provisional Material Accounting Statement; also referred as PreMAS) OR submit their own MAS (Contractor/Firm; Material Accounting Statement) in the case if the PMAS is not in line with the requirement.
- 2.11.2. Any discrepancy Like weight correction, DU correction, variation in off-cut /scrap quantum etc., as indicated in PMAS will have to be reconciled with the **Material Accounting section with necessary proof of documents within 15 days from the PO completion date. If reconciliation is not done within 15 days from the PO completion date, it will be treated that PMAS is correct in all respects.**
- 2.11.3. **If the PMAS is accepted by the Contractor, BHEL will prepare the Final-MAS (Final Material Accounting Statement) on 18th day from PO completion date. On 25th day from PO completion date, recovery posting will be done.**
- 2.11.4. In case if PMAS is not accepted by the Contractor, the firm shall submit PMAS to MAS section within 15 days from PO completion date. In case firms not responding, BHEL will prepare the FMAS on suo-motto basis as per PMAS on 18th day from PO completion date. BHEL will display the final MAS to the firm, with due recovery updation. On 25th day from PO completion date, recovery posting will be done.
- 2.11.5. If the material (CS/AS) to be recovered as per BHEL MAS working is within plus or minus 10 Kgs with respect to Contractor/Firm-MAS, then final MAS will be released without PMAS acceptance.
- 2.11.6. For Deleted /Diverted Job Work orders, Final material accounting should be settled within 15 days' time, after deletion/diversion. Otherwise, BHEL will prepare Final-MAS on completion of 18 days of IOM date on suo-motto basis.
- 2.11.7. The response if any received from the Contractor, will be studied and considered and Final MAS will be prepared. In case if no response is received, the provisional MAS will be treated as 'Final' MAS and accordingly, Final material accounting statement (FMAS) will be issued.
- 2.11.8. **Once Recovery posting is made, no correction shall be entertained.**
- 2.11.9. The contractor shall be bound by the accounts, statements acknowledgement of materials, BHEL material issue documents, receipts etc., wherever signed by their representative.
- 2.11.10. Return of any balance material to the applicable Stores-Ward at BHEL / Ranipet immediately after cutting plan approval.

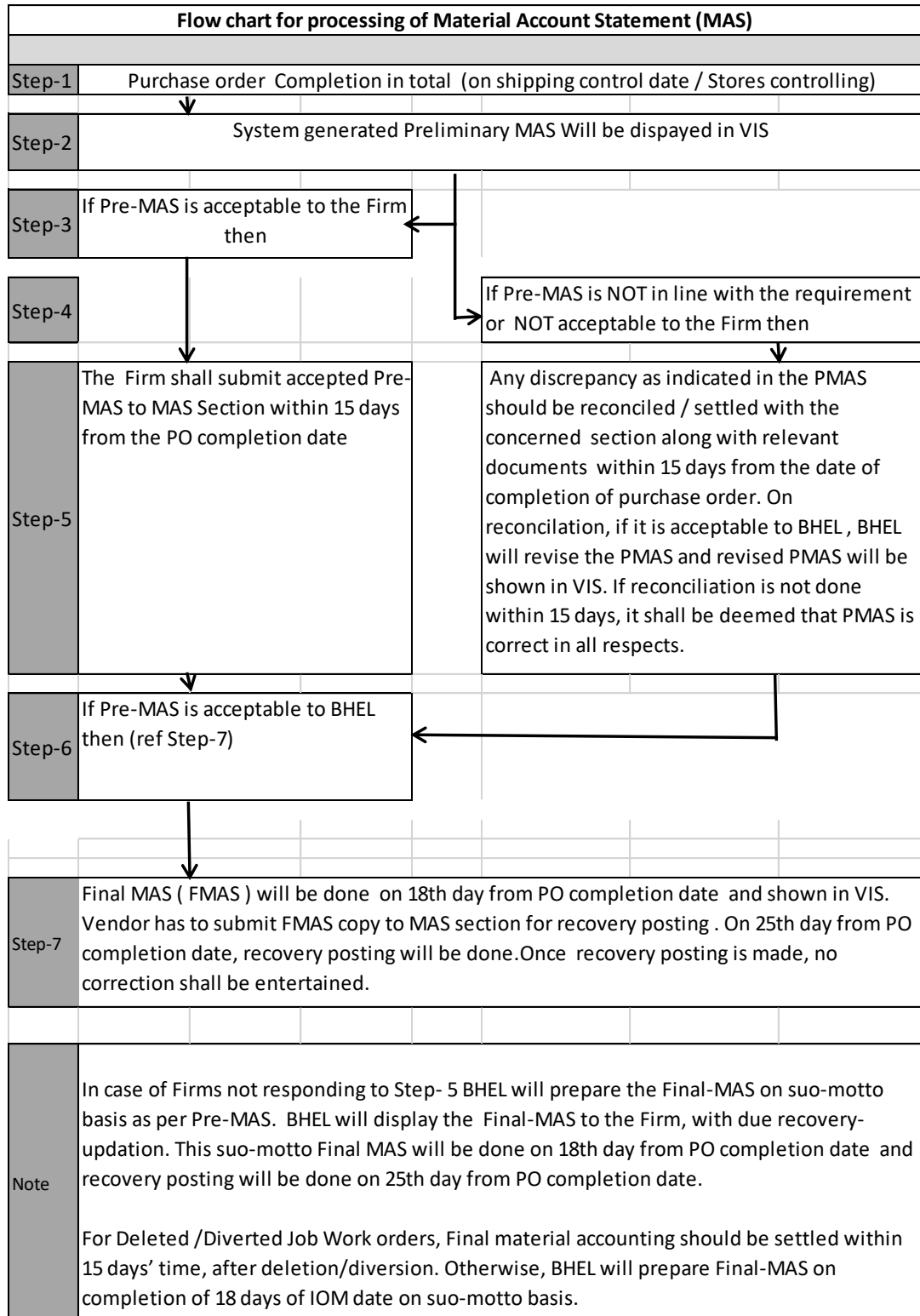
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- 2.11.11. Recovery towards non-return of balance material as per FMAS will be done as per Contract norms along with statutory taxes, duties & levies as applicable from any one of the running bills OR from other means of recovery available Hence, any correction after the issue of FMAS, the job work order will be treated as closed in all respects thereby any requests towards refund of recovery, if any, will not be entertained.
- 2.11.12. Wherever MAS not required to be submitted, in case if the material (CS/AS) to be recovered as per our MAS is within (+) or (-) 10 Kg and there is no material collection is involved, BHEL will prepare Final-MAS on suo-motto basis.
- 2.11.13. Please note that the Contractor is responsible for prompt material accounting and settlement of outstanding dues towards non-return of balance material. Repeated occurrence of inordinate delay in settling the material accounting / outstanding dues will entail BHEL the right to terminate the contract forthwith or to impose temporary suspension on further loading at the discretion of BHEL, Ranipet. Also, in case of non-return of material or non-submission of material accounting statement, BHEL reserves the right to en-cash the Bank Guarantee / Fixed Deposit Receipt submitted by the Contractor and initiate legal action against the Contractor against this contract OR any other contract, in addition to the other means of recovery from contractor, available with BHEL.
- 2.11.14. The raw material issued to the Contractor as free issue shall remain the property of BHEL, Ranipet. The Contractor shall use the above material only for the execution of BHEL'S contract and for no other purpose whatsoever. The Contractor shall be responsible for the full value thereof to be assessed by BHEL, Ranipet whose decision shall be binding on the Contractor, The Contractor shall be liable for the loss or damage to such property while such property is in the possession or under the control of the Contractor, their employees, workmen, representatives or agents or any other person connected with the Contractor. The Contractor should execute an agreement in Rs. 100/- non- judicial stamp paper and maintain the secrecy of the design, know-how of BHEL products.
- 2.11.15. All the materials of BHEL, Ranipet shall under no circumstance be hypothecated/leased/liened /encumbered to any bank or to any lending Institution or to any party whomsoever. It should not also be shown as the Contractor's assets in any of the statements of the Contractor to any party.
- 2.11.16. The Contractor shall, whenever required, produce the materials supplied as free issue by BHEL, Ranipet in the form of raw material, semi-finished or fully completed boiler components to BHEL officials visiting the Contractor's unit for verification purposes. If the Contractor fails to produce or properly account the material so issued, BHEL, Ranipet will have the right to take further action as deemed fit including recovery of the value of materials along with the respective administrative charges and statutory levies from the running bills of the Contractor (with BHEL, Ranipet and with other Units of BHEL) and also any or all of the actions such as, Suspension of business dealing, temporary suspension of loading, termination of Contract, holding the payment due etc., Similarly for the claim made by any units of BHEL (on account of such vendor) to the BHEL, Ranipet, the Bank Guarantee submitted to BHEL, Ranipet will be encashed.
- 2.11.17. As and when required/applicable, BHEL, Ranipet will transfer(or advice for returning u/RSV) the balance material available including scrap size available for which PO is not

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- closed, from one Contractor to the other contractor/other IP of the same contractor. For this, necessary credit will be given in material accounting, the material transfer emanating from Outsourcing, BHEL, Ranipet is to be honoured by the Contractor within 15days or otherwise recovery will be made at the prime material cost. Any difficulty for effecting such transfer shall be brought to the knowledge of OS/ BHEL, Ranipet officials immediately.
- 2.11.18. The Contractor is responsible for submission of CLEAR material accounting statement (MAS) ie. ensure that all transactions are completed (including IUWTV/RSV, supplementary material collection, submission of cutting plan, etc) within 7days from the date of completion of work order & failing, without prejudice to other rights under Contractor, law or otherwise, which MAS will be closed Suo motto basis and recovery of the scrap/off-cut will be effected after adjusting of balance payment due to the Contractor from any of the running bills. Delay in settling the material accounting will entail BHEL the right to terminate the contract forthwith or to impose a temporary suspension on further loading at the discretion of BHEL, Ranipet.
- 2.11.19. Raw materials will be loaded by BHEL, Ranipet either in lorries/trailers/ bullock carts and can be overseen by Contractor's representative at BHEL Stores / Shop. Shortage or variation in quantity, size and weight shall not be accepted once the material leaves BHEL, Ranipet Stores. Raw materials will be issued by BHEL, Ranipet, only after the receipt of necessary Bank Guarantee.
- 2.11.20. Where an entity (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/ director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FDR, etc.) furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:
- 2.11.20.1. Both entities are legally distinct/ separate entities, or
- 2.11.20.2. The management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity.
- 2.11.21. The Contractor shall be bound by the accounts, statements acknowledgement of materials, receipts etc., wherever signed by their representatives.
- 2.11.22. The value of the materials and statutory levies towards non-return of off-cut/scrap wherever applicable will be calculated at the rate prevailing as on the date of accounting and demand thereof by BHEL irrespective of the date of failure for return of the off-cut/scrap by the Contractor.
- 2.11.23. Flow chart for processing of MAS is given below for quick reference.

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2.12. QUALITY / TECHNICAL REQUIREMENTS:

2.12.1. Supply of the components should strictly conform to dimensions and tolerances indicated in the Purchase Order. Vendors must ensure that dimensional deviations, if any, are recorded properly in the Dimension Record books (and preserved for at least five years) and the same shall be made available to BHEL Officials or their authorized agencies. **All the Quality records**

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are to be submitted to BAP/Ranipet portal. Any correction due to revisions as advised/authorized by BHEL in post PO stages, shall be carried out by the vendor. Based on the revised document or interim inspection from BHEL, extra cost implications for such changes if any shall be informed to BHEL before carrying out the job.

- 2.12.2. Adequate facilities like handling facilities and measuring instruments duly calibrated as called for by us must be available. All the above equipment's must be under working condition and the same is to be made available for verification by BHEL Officials or their authorized agents.
- 2.12.3. The instruments / gauges are to be calibrated at BHEL Lab (chargeable basis as per applicable rates) /NABL, approved Lab/government approved Lab periodically as follows:
- Sl. No. Type Periodicity
 - Measuring Instruments / Gauges - One Year
 - Limit Gauges (E.g., Plug / Ring) - One Year
 - Temperature, Pressure Gauges - 6 Months
 - Measuring Steel Tapes – One Time
- 2.12.4. Calibration status shall be displayed at the Vendor's Works in a conspicuous location.

2.13. INSPECTION

- 2.13.1. Inspection shall be done by BHEL Quality Control Department and / or by our customers and / or by an appointed agency or persons authorized by BHEL. Vendor shall provide all facilities and equipment's, calibrated instruments and standard gauges, etc. required for inspection free of charge.
- 2.13.2. BHEL representatives/authorized agency shall have free access to the contractor's works at any time during the execution of the PO as well as for verification of requisite documents or materials.
- 2.13.3. The works are deemed to have been completed, only after the inspector /Agency/Agencies accept/approve the Inspection Report (IR). IR has to be raised as per BHEL's format available in VIS.
- 2.13.4. Readiness of material/WIP/job for inspection shall be informed to BHEL/BHEL authorized agency **at least 3 days prior to the scheduled inspection.**
- 2.13.5. Nevertheless, inspection and acceptance of the component does not absolve the responsibility of the vendors against any manufacturing defects noticed post-delivery.
- 2.13.6. BHEL representative from unit or Corporate Quality is authorised to carry out audits along with TPIA at Vendor's works before clearing the items for dispatch wherever required.

2.14. DELIVERY TERMS

- 2.14.1. Timely delivery is one of the key essences of the Contract.
- 2.14.2. The Contractor shall do at his cost the necessary packing for easy & safe handling and transportation as per BHEL drawing wherever specific packing arrangements are applicable and normal packing for the other items required for transit by rail/road transport wherever necessary.
- 2.14.3. The finalized rates shall be on "**F.O.R- BHEL, Ranipet**" basis only (Inclusive of packing, forwarding and freight charges).
- 2.14.4. The finished machining / fabrications on acceptance by BHEL, Ranipet inspector or by their authorized inspection agency shall be delivered to BHEL, Ranipet Stores immediately.
- 2.14.5. The finished goods should be delivered **within PO delivery period**. The delivery date will be indicated in the Purchase Order as per project requirement or priority.

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- 2.14.6. Staggered delivery wherever applicable will be clearly mentioned at the time of PO placement.
- 2.14.7. The finished components have to be despatched as per the despatch priority issued by BHEL at the time of purchase order placement. If staggered delivery is applicable, then delivery should be as per the date mentioned against each line item.
- 2.14.8. Vendors have to arrange for despatch of the finished goods either in Trucks or Trailer/ Hydraulic axles etc. for safe delivery through their transport carriers. Safe delivery of the goods to designated location is in the scope of the vendor. Deviation/ discrepancy of the goods supplied by the vendor, if any, shall have to be rectified or replaced by vendor. If such deviation/discrepancy is not rectified/replaced by the concerned vendor, the same will be rectified /replaced by BHEL and the cost incurred shall be recovered from the vendor.
- 2.14.9. Loading of finished goods on Truck / Trailer etc. including packing, lashing wherever required for safe transportation is in the scope of the vendor.
- 2.14.10. Transit insurance, if any, shall be in vendor's scope. The quoted rate shall include all charges associated with such insurance.
- 2.14.11. As soon as the despatches are made, vendors have to submit scanned copy of LR (if applicable), DC and GST Invoice to BAP/Ranipet. Vendor has to arrange for acknowledgment of the finished goods in good condition after due verification.
- 2.14.12. Original acknowledged LR copies along with IR, DC, GST invoice and system generated online invoice including other annexures also to be furnished to BHEL for processing the invoice.
- 2.14.13. Vendor should get their clarifications (w.r.t Engineering drawings, Material substitutions, quality procedural clarifications) resolved within 05 days from the receipt of Drawing / PO. Any delays in raising query will have to be accommodated by the vendor within the PO delivery date.

2.15. PRICE VARIATION CLAUSE (PVC)

- 2.15.1. Price variation clause is NOT applicable.

2.16. PROGRESS REPORT

- 2.16.1. The vendor shall mail their completion plan and progress report from time to time as and when required by BHEL.
- 2.16.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, under the contract nor shall operate as estoppels against BHEL, merely by reason of the fact that they have not taken notice of or objected to any information contained in such reports. Action as deemed fit in line with BHEL procedures/contract conditions would be taken if the progress of work is not satisfactory.
- 2.16.3. BHEL Field officer will assess the progress of job and vendor's capacity.

2.17. MSE PREFERENCE & DOCUMENTS

- 2.17.1. Special Provisions for MSE vendors envisaged in this enquiry is narrated in [Section X](#).

2.18. GST COMPLIANCE IN RESPECT OF ENSURING INPUT TAX CREDIT (ITC)

- 2.18.1. GST shall be applicable. GST shall be paid extra at the prevailing rate. TDS on GST is applicable as per prevailing norms of GST Act.
- 2.18.2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP

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- invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 2.18.3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
 - 2.18.4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
 - 2.18.5. All documents like Test Certificate, LR copy, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
 - 2.18.6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
 - 2.18.7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
 - 2.18.8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
 - 2.18.9. In case BHEL is not able to get input Tax credit (ITC) for the payment made by vendor for any of the reason attributable to vendor , the same shall not be reimbursed/recovered from the bills/claims of the vendor (if reimbursed).
 - 2.18.10. GST TDS deduction at such percentage as prescribed under GST Law from time to time will be made on the value of invoices. Income Tax deduction and surcharge on IT at source at such percentage as prescribed in the Income Tax Act from time to time will be made on the value of the invoices in the absence of Income Tax Exemption Certificate from the concerned Income Tax Officer received and submitted by the Contractor. Contractor has to submit photocopy of PAN Card along with original for verification.
 - 2.18.11. All statutory documents required for execution of contract to be finalized against this enquiry and required from time to time by State/central Govt. Authorities shall be submitted to BHEL, failing which appropriate recovery/actions as deemed fit will be levied from the running bills of the contractor.
 - 2.18.12. The required raw materials will be issued under the cover of Delivery challan as prescribed under GST Law. The Contractor receiving the materials under above said challan have to complete the work order and return the finished components and Off cut under the cover delivery challan issued by BHEL within in delivery period or such extended period along with MAS closing time as may be allowed by BHEL (but not more than 365 days with valid reasons) and all materials shall be fully accounted for in FMAS . For this purpose, Duplicate (ONE) copy of all the Challan shall be returned back to BHEL after duly signing in with seal with DC

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- copy. If the materials are not returned/ fully accounted for with in delivery period or such extended period along with MAS closing time as may be allowed by BHEL, any financial implications on BHEL due to Vendor default's will be recovered from the Contractor's bills.
- 2.18.13. In case of direct dispatch to customer site (or) returning of material back to BHEL store, necessary GST formalities have to be complied with by Contractor and also necessary records as per GST Law have to be maintained by the Contractor.
- 2.18.14. FMAS is to be prepared immediately on dispatch in all cases based on which applicable GST on scrap/Off cut will be recovered from Contractor and paid to GST Dept.
- 2.18.15. BHEL, RANIPET will not be responsible for payment of any taxes and duties wrongly paid on account of ignorance of law or otherwise and also duty paid at a later date based on litigation.
- 2.18.16. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 2.18.17. Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.
- 2.18.18. GST charges shall be extra. **GST charged in the invoice** shall be reimbursed only after the invoice is duly reflected in **GSTR-3B**.

2.19. PAYMENT TERMS

- 2.19.1. Actual weight of the Mother coils issued will be the basis for Payment. 100% payment shall be made only through electronic mode by EFT/RTGS **within 45 days for Micro and Small Enterprises, 60 days for Medium Enterprises and 90 days for others** from the date of goods receipt (GR) subject submission and acceptance of invoice supported by Inspection Report issued by BHEL Inspector/AIA and acknowledged Delivery Challan in original. Payment will be made for PO wise 100% for the supplies made against submission of invoices in duplicate to OS/Bills section furnishing the job work order Sl. No., W.O., IR & DC No. supported by:
- Inspection Report (IR) issued by BHEL Inspector (in duplicate) or any other authorized agency.
 - Delivery Challan (acknowledged by Stores Department)
 - Material accounting statement after proper accounting of raw materials and return of off cuts/scraps.
- 2.19.2. Vendors have to coordinate with the BHEL authorities for obtaining acknowledgement.
- 2.19.3. Payment will be restricted to two bills per PO/JWO. First Invoice shall be at least 50% of the PO Value and remaining value may be covered in the second invoice. Third invoice may be permitted on exceptional ground based on the approval of Concerned dept Head.
- 2.19.4. Invoicing is allowed only for full quantity of DU/PO line item.
- 2.19.5. Payment of second bill of a PO shall be made after settlement of FMAS within 30 days of goods receipt.
- 2.19.6. E-invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable Suppliers having turnover of more than Rs. 5 Cr. It has been specified 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.
- 2.19.7. Vendor should ensure that the following documents are submitted for bill processing to avoid any delay in processing of payment-
- Online Invoice – duly signed by vendor with seal

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- Online Invoice Annexures - duly signed by vendor with seal
 - GST Invoice – Original copy for RECEIPIENT - In vendor letter head (Values to be checked with B2B/VIS tax invoice template) and a copy of the GST invoice should be attached.
 - Copy of **GSTR-3B**.
 - Original IRs – Inspection report with relevant remarks of extra work carried out as per applicable extra rate schedule if any (e.g. painting/blast cleaning etc.) and ODC details (if applicable) - duly signed by BHEL QC inspector and vendor with seal
 - Original DCs – Sign and seal of vendor
- 2.19.8. The amount due to BHEL, Ranipet, if any, will also be recovered from the contractor's running bills.
- 2.19.9. All Claims including extra charges (including working allowance clauses) if any are to be made against the particular work order before the issue of FMAS.
- 2.19.10. No request for the refund of penalty/recovery will be entertained after final material accounting (FMAS) is processed.
- 2.19.11. Payment will be made only through electronic fund transfer (ETF)/RTGS. Acceptance for the same may be submitted in the prescribed format if not done already.
- 2.19.12. The concessions/ subsidies as applicable to MSE vendors as per Govt. guidelines subject shall be Extended to eligible MSE vendors subject to submission of valid documents.
- 2.19.13. Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate the discounting of invoices for MSMEs from buyers through multiple financiers. Invoice discounting on TReDS involves three participants MSME Supplier, Buyer and Financier. Vendor may register themselves on TReDS platforms to obtain the intended benefit.
- 2.19.14. If invoices are processed through TreDS/RXIL mode the submission of invoice will be allowed only after submission of FMAS for the PO. There is no partial payment for the RXIL payment mode.
- 2.19.15. All bills shall be submitted through SUVIDHA Portal by uploading all required details and documents.

2.20. BANK GUARANTEE (BG)

- 2.20.1. All vendors who have signed the contract shall be required to furnish a Bank Guarantee equivalent to 5% of the value of materials to be issued, subject to a minimum of ₹ 5,00,000.00.
- 2.20.2. The vendor shall execute a Bank Guarantee in favour of BHEL/Ranipet to a specified value not less than ₹ 500000 preferably from any one of the BHEL's Consortium banks on their behalf for the safe custody of the materials supplied by the BHEL, Ranipet as free issue and for the satisfactory performance of the Contracts. The guarantee shall be executed on a non-judicial **stamp paper on value Rs. 200/-** as per our standard Bank Guarantee clauses and shall be kept valid throughout the contract period or valid till 90 days from the last transaction (bill payment) whichever is later. Additionally, the BG should have **Claim period of 90 days**. Purchase orders shall be released only after submission of required BG amount. BG to be submitted directly by Bankers to BHEL in a Standard format as per Annexure M. BG format shall not be modified.
- 2.20.3. In place of Bank guarantee, Fixed Deposit Receipt (FDR) drawn in favour of BHEL, Ranipet can also be furnished. In any case BG/FDR shall be available at the time of signing the

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- contract (a Bank Guarantee issued from Bank in format given in Annexure M to be submitted preferably).
- 2.20.4. The Bank Guarantee shall cover the recoveries to be made by BHEL towards Safe custody of Material Supplied, Scrap / Faulty workmanship, etc. also for which proper material accounting is not made within the stipulated time and shall cover all Contracts past, present and future placed / to be placed by the BHEL, Ranipet. If the recovery amount is more than the pending bills, the difference amount to be settled immediately submitting Demand Draft in favour of BHEL/ Ranipet.
- 2.20.5. Necessary Bank Guarantee (BG) / Fixed Deposit Receipt(FDR) should be furnished. The Bank Guarantee format is given in Annexure M. The Bank Guarantee shall be kept valid throughout **the contract period/two years plus claim period of 90 days** and must be renewed in-time.
- 2.20.6. The **required Bank Guarantee shall be submitted at the time of contract signing but not later than 15 Days from the date of contract signing**, else the non-submission of BG will be treated as “not honouring own offer or any of the condition stated/agreed in the tender” and declared fit for taking penal action by BHEL as per guidelines of Suspension of Business dealings.
- 2.20.7. The release of Contract by BHEL, Ranipet shall be on the strength of Bank Guarantee for the safe custody of raw materials issued by BHEL, Ranipet as free issue.
- 2.20.8. BHEL reserves the right to increase the value of BG depending on the material availability with the contractors from time to time. For placement of PO, if available BG is short of the required BG value, the same will be intimated to the vendor to submit additional BG. The vendor shall arrange for the required BG within 15 days from the date of receiving such intimation from BHEL. If the vendor does not submit the required BG within 15 days, then the loading quantity may be reduced / diverted to other firms. After completion of that particular order, the vendors can request for return of BG (other than base BG) and the same shall be considered by BHEL.
- 2.20.9. The base BG shall be returned by BHEL after 90 days from the date of final bill submission or contract validity period whichever is later.
- 2.20.10. Ninety days after completion of Job Work order/PO, the vendors can request for return of BG and the same shall be considered by BHEL.
- 2.20.11. If the vendor fails to complete the required rework at the current location of the product within a reasonable time (not more than the PO delivery period), BHEL reserves the right to complete the rework and the cost incurred by BHEL for such rework shall be deducted or recovered from the BG, any amounts payable to the vendor, or both.
- 2.20.12. The BG shall be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor/supplier.
- 2.20.13. **No interest shall be payable by BHEL on BG.**

2.21. BREACH OF CONTRACT

- 2.21.1. In case of breach of contract, wherever the value of security instruments like 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-
- 2.21.1.1. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- 2.21.1.2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

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- 2.21.2. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
- 2.21.3. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
- 2.21.4. No compensation shall be given to the vendor even if the jobs have been processed partly.

2.22. LIQUIDATED DAMAGES

- 2.22.1. Timely delivery is the essence of the Contract.
- 2.22.2. The semi-finished jobs/fabrications on acceptance by BHEL, Ranipet inspector or by their authorized inspection agency, shall have to be delivered to BHEL, Ranipet Stores / Finishing Bay immediately on or before the delivery date stipulated in the PO. Where the Contractor supplied the finished machining / fabrications beyond the delivery date stipulated in the PO, liquidated damages at the rate of ½% of the value of corresponding PO line item for each week of delay or part thereof based on last dispatch date for the PO line item to a maximum of 10% of the total value of the particular purchase Order.
- 2.22.3. Further, BHEL, Ranipet will get these items fabricated elsewhere and clause related to Breach of Contract, Remedies and Termination as given in Section IV shall be invoked with notice to the contractor.
- 2.22.4. In general, **delivery period mentioned in PO** to be considered from PO date /last material clearance date (whichever is later) for the rate schedule. **However actual delivery shall be fixed by BHEL for each JWO on project requirement and product lead time.**
- 2.22.5. Where delivery extension is sought with waiver of penalty, the same should be approached to OS with justification and approval to be obtained before submission of bills. Reasons like power cut, Labour Issue, Machine Break-down etc., which are controllable by the vendors shall not be accepted as reasons for delay for delivery extension purposes. No compensation shall be given to the Contractors, in case of cancellation/diversion of POs, even if the Jobs have been processed partly. Failure to comply with these requirements will result in recovery of penalty while processing the bills for payment from the same bill and no claims for refund of liquidated damages will be entertained thereafter.
- 2.22.6. All Outsourcing invoices including RXIL will be processed by Finance/BAP only after ensuring entry in the GST portal for that particular invoice.

2.23. DETENTION CHARGES

- 2.23.1. No detention charges applicable

2.24. ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP

- 2.24.1. If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the fabricator shall on demand in writing from BHEL specifying the work, materials/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL reserves right to rectify or remove and re-execute the work at the risk and expense of the said vendor.
- 2.24.2. BHEL will have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract.
- 2.24.3. BHEL shall have the authority to reject any work that does not conform to the specifications. BHEL may also direct the allocation of resources to any portion of the work as

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deemed necessary in their judgment and may order the increase or decrease of those resources. Additionally, BHEL has the final authority to make decisions on any matters that arise during the execution of the work.

2.24.4. BHEL reserves the right to suspend the work, or any part thereof, at any time, without any liability for claims arising from such suspension. In the event of a dispute, the fabricator may appeal to BHEL, whose decision shall be final and binding.

2.24.5. Any costs incurred by BHEL to rectify or make good any items supplied by the vendor due to defective workmanship shall be recoverable from the Performance Bank Guarantee or any amounts payable to the vendor.

2.25. SUBLETTING

2.25.1. The vendor shall not sublet or assign this work or any part thereof without the prior written permission of BHEL. In the event of the vendor subletting or assigning this work or any part thereof without such permission, BHEL shall reserves right-

2.25.1.1. to pay only a reasonable amount deemed fit by BHEL for the sublet work,

2.25.1.2. or to cancel the sublet work and execute the same elsewhere at the risk and cost of the vendor and the vendor shall be liable for any loss or damage which BHEL may sustain in consequence of such event.

2.25.2. Further BHEL reserves the right to cancel the PO's placed on such vendor/s and suspend the business dealings with such vendor/s as per the policy of BHEL.

2.26. VENDOR PERFORMANCE RATING

2.26.1. Quality, right at the first time and delivery in time are the essence of the contract.

2.26.2. Based on the feedback on the quality of the finished goods received, delivery performance and service rendered; a General Feedback on the Performance will be sent to vendors or hosted in VIS system. Vendors are required to take note of the deviations enumerated in this and improve their performance in subsequent dispatches. Vendors, whose performance is poor continuously, are liable to be viewed and actions shall be taken in line with the extant "Guidelines on Suspension of business dealings with suppliers/ contractors". VPR will be assessed on monthly basis on 3 parameter system i.e. SPR or VPR (Maximum marks 100) shall consists of Quality Rating (Max marks 60), Delivery rating (Maximum marks 30), and Service rating (Maximum marks 10).

2.27. CONFIDENTIALITY OBLIGATION

2.27.1. All the documents of BHEL (inclusive of Drawings, GMS and Standards) made available to the vendor should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents should be returned to BHEL after completion of the work ordered and also as and when BHEL demands.

2.27.2. The above **CONFIDENTIALITY CLAUSE** is binding on the employees of the vendors also. Any contravention will be viewed very seriously and may include cancelling the contract or legal action on the vendor.

2.28. VIS COMMUNICATION

2.28.1. BHEL will establish communication with our Vendors through VIS (Vendor Information System). Most of the mass communications are sent through VIS and hence vendors are advised to access our web regularly.

2.28.2. Vendors are required to have Internet connectivity.

2.28.3. Vendors are required to access our web site on a regular basis.

SECTION – IV

2.28.4. Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the VIS portal. All the Quality records are to be submitted to BAP/Ranipet portal.

2.29. OTHER CONDITIONS Partnership firms should have the latest Form-A (Rule 5) Declaration issued by Registrar of Firms and the copy of the same should be produced at the time of signing of the Contract.

2.29.2. BHEL Ranipet never enters in to any agreement or never gives any undertaking or Power of Attorney to any Bank/s in relation to the Bill discounting facilities availed/ to be availed by its various vendors. BHEL Ranipet has no obligation what so ever, directly or indirectly, to any Bank/s in relation to the Bills received by BHEL Ranipet excepting payment of the same as authorised by the vendors at the time of entering into the contract, subject to the conditions for honouring the Bills provided in the contract and BHEL does not recognise any charge on the proceeds of the Bill. If any Bank initiates any legal action against fabricator/s in relation such facilities and includes BHEL a party in the said dispute, all legal expenses, cost and any other losses thereof shall be recovered from the concerned vendors.

2.29.3. All the Statutory Obligations such as ESI, PF, Labour Acts, Factories Act, GST, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid with notice to the vendor and recovered from any pending / future bills.

2.29.4. All Safety Precautions and use of Safety Equipment's are to be followed while carrying out the fabrication and Dispatch of the same. The vendor must have proper tools and handling equipment's. There should always be a responsible person available to oversee the operation and compliance of safety regulation etc. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with.

2.29.5. Vendors are required to equip themselves with communication facilities like Telephone, internet and e-mail, etc. BHEL will have the right not to consider those vendors who do not equip themselves with these facilities.

2.29.6. The vendor shall be responsible for mismatch of components if any noticed at site during erection. Any rework shall be carried out by vendor at their cost and risk including transport, if necessary.

2.29.7. All clarifications pertaining to techno-commercial conditions of the tender shall be sought before submitting the price bid.

2.29.8. Once the tender is finalized, eligible bidders shall be issued Letter of Award after which Contract shall be signed between BHEL and Bidder. Purchase orders, shall be issued only after signing of the contract.

For and on behalf of-
**Senior Manager / Outsourcing,
Boiler Auxiliaries Plant,
Bharat Heavy Electricals
Limited, Ranipet**

SECTION – VI

Not applicable for this tender enquiry.

SECTION – VII

LIST OF APPROVED SOURCES

Not applicable for this tender enquiry

SECTION – VIII

QUALITY DOCUMENTS

Not applicable for this tender enquiry

SECTION – IX

PRICE VARIATION CLAUSE (PVC)

Not applicable for this tender enquiry

SECTION – X

SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE BIDDERS)

In line with Gazette notification issued by Ministry of Micro small and medium enterprises on MSE suppliers, the following special provisions shall be applicable.

- I. 25% of the tendered value is earmarked for MSE suppliers in this tender.
- II. If L1 vendor (or) Counter Offer accepted vendor is from a Micro / Small enterprise which put together covers 25% of the total tendered quantum, then 25% earmarking provision is not applicable.
 - Out of the 25% tendered quantum reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
 - Out of the 25% tendered quantum reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by women entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- III. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately, provided the package can be split.
- IV. In case the Package cannot be split / not envisaged for splitting as per tender, and if a non-MSE vendor becomes L1, and MSE vendor also participates in the tender, the MSE vendor will be given preference for ordering the package provided the MSE vendor quoted price is within L1 + 15%, and if the MSE vendor accepts the L1 rate.
- V. MSE suppliers can avail the intended benefits only if they submit UDYAM REGISTRATION CERTIFICATE (URC). Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for the enquiry in case any deficiency in the above required documents is found and the same is not corrected by the sub-contractor before price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- VI. 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 would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

SECTION – X

- VII. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the + 15% band of L1.

2.0 DEFINITIONS OF MSEs OWNED BY SC/ST IS AS UNDER:

- I. In case of proprietorship firm, proprietor must be SC/ST.
- II. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- III. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- IV. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

3.0 AUTHORITY TO ISSUE SC/ST CERTIFICATE:

- I. District Magistrate/Additional District Magistrate/Collector/Deputy commissioner/Additional Deputy Commissioner/Deputy collector/1st class stipendiary magistrate/Sub divisional Magistrate/Taluka Magistrate/Executive magistrate/Extra Assistant commissioner.
- II. Chief Presidency magistrate/Additional chief presidency magistrate/Presidency magistrate.
- III. Revenue Officer not below the rank of tahsildar.
- IV. Sub-Divisional officer of the area where the individual and / or his family normally resides.

To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening.

4.0 DEFINITIONS OF MSEs OWNED BY WOMEN ENTREPRENEURS IS AS UNDER:

- I. In case of proprietorship firm MSE, proprietor must be Women.
- II. In case of partnership firm MSE, Women partners shall be holding at least 51% shares in the unit.
- III. In case of private limited companies, at least 51% share must be held by Women promoters.

To avail the benefits of MSE under women entrepreneur's category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening.

TECHNICAL BID FORMAT

TECHNICAL BID FORMAT, Enquiry No. 6626005E, Tender ID: 2026 BHEL 62468 1, dated 22.06.2026					
Short Description:	SLITTING OF MOTHER CR COILS COLLECTED FROM BHEL-RANIPET INTO BABY COILS OF REQUIRED SIZE AS PER BHEL TECHNICAL SPECIFICATION, AND SUPPLY TO BHEL-RANIPET.				
Offer ref:				Offer date:	
Vendor Name & address				Vendor Code:	
Already Approved by BHEL?	Yes / No	(Proof of approval to be submitted and indicate the Vendor code of BHEL)			
Facilities required	Eligibility Criteria for all the below mentioned RS: As per Annexure D.				
Tender Requirement					
S. No.	Item	Item Description	Total Wt. in UoM ie. MT	Delivery Period	Tick mark the Item Quoted and Cross mark the others
1	CSRC01	Slitting of CR coils (0.50/0.63/0.80/1.20/1.214 mm thickness, width varying from 300mm to 1550mm, Grade Carbon and Corten Coils). Number of slits vary from 1 to max 4. PO's will be placed in Staggered manner. Material accounting will be 100% based on mother coil weight to that of finished coils (Baby coil weight plus scrap /offcut weight). Weight difference to a tune of 0.5% of the mother coil weight will be allowed on account of non-recoverable invisible wastage due to cutting and wiping of oil.	1,500	Within 15 days from PO date	✓
Total Quantum of work			1,500 MT	-	-

ANNEXURE - A

Sl. no.	Clauses	Indicate Acceptance
Cl 1.	No rate shall be claimed extra for the increase in work content due to manufacturing with substituted material.	YES/NO
Cl 2.	All the requisite manufacturing Machines, Equipment, Tools & Accessories, consumables, Safety Equipment and accessories to Labour will be made available at the manufacturing site (List of Equipment & Accessories to be made available by the Contractor is separately Annexed in the Technical Offer.	YES/NO
Cl 3.	Requisite man power will be made available to complete the contract. List of Man power (designation wise) to be provided by the vendor viz. Supervisor, Welders, Fitters, Painters, Helpers etc. for completion of Supply within PO delivery period is annexed to this offer.	YES/NO
Cl 4.	Delivery period: - Supply to be completed within PO delivery period indicated in Annexure A .	YES/NO
Cl 5.	Submission of requisite Performance Bank Guarantee (BG) / Fixed Deposit Receipt (FDR) for from Consortium Banks as per Annexure M .	YES/NO
Cl 6.	All the Terms and Conditions specified in various Sections and Annexures of this Tender Enquiry are read and accepted	YES/NO
Cl 7.	GST as applicable	YES/NO
Cl 8.	Acceptance for quoting your rates inclusive of Packing & Forwarding, Freight (delivery to designated site location) charges are in Vendor's scope i.e. Included in the quoted rates.	YES/NO
Cl 9.	Manufacture & Supply as per BHEL approved Drawing is to be Confirmed.	YES/NO
Cl 10.	Levying of LD on delayed delivery is acceptable as per clause 2.22 of LD clause in Section IV. However, delivery extension is to be obtained by firm duly approved by BHEL for valid reasons and enclose the same with bills failing which LD will be automatically levied and no refund of the penalty will be entertained.	YES/NO
Cl 11.	Compliance of Statutory requirements such as insurance, ESI & PF facility for employees, safety requirements, non-usage of child labour, Licence from Government Agency (Inspector of Factories etc.).	YES/NO
Cl 12.	A separate sheet is to be enclosed for Deviation proposed, if any. Is such a sheet enclosed now?	YES/NO
<p>I/We hereby confirm that the above-mentioned facilities are available with us to carry out the tender requirements in full and all other conditions of the tender vide all the clauses of all sections and Annexures mentioned in this Enquiry 6626005E dated 22.06.2026 is acceptable.</p>		
(Stamped) Signature with date of authorised signatory		
Name & Designation of Authorised Signatory		

ANNEXURE - B

**INTEGRITY PACT
NOT APPLICABLE**

ANNEXURE - C

VENDOR REGISTRATION DOCUMENT

Guidelines for Filling the Supplier Registration Form

Applicants need to comply with the requirements of the registration process. The information/ documents furnished will be treated in strict confidence.

A. Instructions for filling the Registration Form

- All columns in the Registration Form are to be duly filled up. Indicate, **NIL/ Not Applicable**, wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be signed & stamped/ digitally signed by the authorized signatory.
- Expeditious furnishing of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on www.bhel.com).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.
- Registration of supplier will be done on the basis of the following criteria depending upon the applicability.

SNO	Criteria	Max. Marks	Min. Qualifying Marks	Applicable for
1.	Organizational soundness	50	30	Manufacturers/ EPC Contractors/ Non-Manufacturers/ Subcontractor
2.	Financial information			
3.	Quality system	25	15	Manufacturers/ Subcontractor
4.	Technical competence	25	15	
	Total	100	60	

**Minimum qualifying marks for financial information shall be 10 within the ambit of 30 marks put together for Organisational soundness & Financial information.*

- For a document in language other than Hindi/ English, a self-attested Hindi/ English translated document to be attached
- Class 3, Signing & Encryption Digital Signature has to be obtained.

B. List of documents to be uploaded by the prospective Supplier(s) seeking registration with BHEL.

PART-A ORGANISATIONAL SOUNDNESS

SRF Parameters	DOCUMENTS TO BE FURNISHED
2.2 Details of Directors in Case of Private Ltd., One Person Company, Public Ltd. And Partners In Case of Limited Liability Partnership/ Partnership Firms, Office Bearers In Case Of Co-Operative Society, Trustees In Case of Trust, Proprietor in Case of Proprietorship Firm, Karta of HUF	Organization chart
3.1 TYPE OF OWNERSHIP: Govt./ State/ Pvt./ Co-Operative Society/ Trust/ Others	
Govt. of India Undertaking	NA
State Govt. Undertaking	NA
Public Limited Company/ Private Limited Company	Memorandum of Association, Articles of Association and Certificate of Incorporation
One Person Company	
Limited Liability Partnership	Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

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ANNEXURE - C



**BHARAT HEAVY ELECTRICALS LIMITED
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Annexure-C

Partnership Firm	Registered Partnership Deed duly signed by Registrar of Firms	
Proprietorship	Profession Tax Regn. / Municipal Regn/ PAN of Firm (Proprietor)	
Co-Operative Society	Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act)	
Trust	Registered Trust Deed	
Others (please specify)	Attach a copy of the relevant Statutory document	
3.2 NATURE OF BUSINESS		
Manufacturer/ Engg. Consultant/ EPC Contractor/ System Integrator / Subcontractor - Machinist / Fabricator/ Non-manufacturer(s)/ Agents	Documentary Evidence	
Non-Manufacturers: Dealer/ Trader*/ Distributor/ Stockist / Channel Partner/ Indian sales office or subsidiary of registered Foreign Principal etc.	Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective OEMs to them i.e. to negotiate/ quote/ supply/ after sales service etc. in line with scope matrix submitted.	
Indian Agents	attach authorization certificate of principal, third party business rating report of foreign principal from Dun & Bradstreet/ Credit reform etc. & deed of agency agreement)	
4.0 REGISTRATION PARTICULARS		
4.1	Permanent Account No (PAN)	Scan Copy of Pan Card
4.2	GSTIN	Scan copy of GSTIN Registration Certificate)
4.3.1	Category as per extant MSME Act (Micro/ Small/ Medium)	<ul style="list-style-type: none"> • Udyam Registration Number
4.3.2	MSE Ownership w.r.t. SC/ ST	<ul style="list-style-type: none"> • Proprietor: SC/ ST Certificate • Partnership Firm: SC/ ST Certificate of partners holding 51% shares & above • Limited Company: SC/ ST Certificate of • Directors/ Owners holding 51% shares & above
5.0 OTHER PARTICULARS		
5.1 IF REGISTERED WITH ANY OF BHEL UNITS	Copy of at least one or more successfully executed purchase orders	
5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	Documentary Evidence	
5.3 Whether Supplier is ISO 9001 Certified	ISO 9001 Certificate, approved QMS manual (latest)	
5.4 Whether Supplier is ISO 14000 Certified	ISO 14000 Certificate	
5.5 Whether Supplier is OHSAS 18000 Certified	OSHAS Certificate	
5.6 Experience list	<p>Attach list of present customers with name & address for offered/ similar type & size of item/ equipment for which registration has been sought and with whom applicant has continuous business since last three years. Copies of latest previous two purchase orders executed to be attached.</p> <p><i>(Attach performance certificates issued by its customers for successful execution of the contracts)</i></p>	

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

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Part- B FINANCIAL INFORMATION

1. Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted.
2. If the supplier is new in business and does not have past data, then the financial evaluation will be done on the basis of information provided.

Part-C QUALITY SYSTEM

Sl. No.	Parameters	Suggested documents to be furnished
9.1	Incoming Material Control System	System and documentary evidence of control over sub-suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.) at sub supplier works, inspection on receipt
9.2.1	In Process Control	Work instructions/ checklist/ job card & record of process control parameter, log sheets, log book
9.2.2	Control on Outsourced Processes, if applicable	Documentary evidence of control over suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.)
9.3	Manufacturing Process/ Testing Procedure Qualification	Copy of Manufacturing process work flow/ Testing Procedure Qualification
9.4	Personnel qualification for cl. 9.3 (above).	Copy of Record of Personnel qualification for critical/ special processes (welding, painting, NDT, heat treatment, etc.)
9.5	Calibration system	Copy of list of instruments & their calibration status (certificate from NABL/ any other Govt. approved & accredited lab) In case of Test Lab accreditation, Certification of own test labs from Govt agencies
9.6	System of Identification & Traceability of materials at incoming stage, during processing and finished goods, tools, jigs, fixtures & processed components, etc.	Copy of procedure
9.7 a	System of Storage, Preservation, Painting & packing	Copy of procedure
9.7 b	Application of 5S	Details of 5S practices/ procedure
9.8	System of Non-Conformity Report (NCR) disposition, corrective and preventive action (CAPA)	Copy of System for NCR handling and list of NCRs observed in the last three years along with details of disposition and CAPA.
9.9	Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)	Copy of System for CC handling and list of customer complaints in the last three years along with details of disposition and CAPA.
9.10	HSE measures	Copy of health, safety and environment procedure/ guideline (record of accidents for last three years, environment and health related initiatives).
9.12	Details of sub suppliers, outsourced agency	List of facilities, systems with sub suppliers

PART-D TECHNICAL COMPETENCE

Parameters	(DOCUMENTS TO BE FURNISHED)
Supplier understands the product specification.	e.g. Technical Catalogue
Supplier understands the inspection requirements.	e.g. Inspection Report
Supplier has process capability to achieve the product specification/dimensional requirement.	e.g. Type test report
Supplier has experienced manpower to carry out the job.	e.g. skill matrix of the personnel

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PART- A: ORGANISATIONAL SOUNDNESS

1.0 ORGANISATIONAL INFORMATION					
1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED:					
1.2 REGISTERED OFFICE ADDRESS					
1.3 Address, Contact person & Telephone no. for:					
• WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N:					
1.4 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES & CATALOGUES)					
SNO	DESCRIPTION	SIZE & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISON (as per cl 1.3)	
2.0 GENERAL INFORMATION					
2.1 DETAILS OF CONTACT PERSON FOR ANY CLARIFICATION (S): (Name, email id, Tel: Landline, mobile no:)					
2.2 DETAILS OF DIRECTORS IN CASE OF PRIVATE LTD., ONE PERSON COMPANY, PUBLIC LTD. AND PARTNERS IN CASE OF LIMITED LIABILITY PARTNERSHIP/ PARTNERSHIP FIRMS, OFFICE BEARERS IN CASE OF CO-OPERATIVE SOCIETY, TRUSTEES IN CASE OF TRUST, PROPRIETOR IN CASE OF PROPRIETORSHIP FIRM, Karta of HUF:					
Name	Gender	% Share of Ownership	PAN	Aadhar No	DIN No. (if applicable)
2.3 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE					
Name of Employee	BHEL Staff Designation	No. &	Unit & Department	Relationship	
2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY					
Name of Ex. BHEL Employee	Staff No. & last Designation held	Place of last posting (Unit & Dept.)	Date of leaving Service from BHEL		
2.5 DETAILS OF FAMILY MEMBERS, RELATED FIRMS, GROUP COMPANIES ETC. REGISTERED WITH BHEL					
Name of The Firm/ Family Member	Nature of Business	Relationship	Item/s for which supplier is registered	Common/ Unit Supplier ID	
3.0 OWNERSHIP INFORMATION					
3.1 TYPE OF OWNERSHIP: Govt./ State/ Pvt./ Co-Operative Society/ Trust/ Others					
3.2 Nature of Business: Manufacturer/ / Engg. Consultant/ EPC Contractor/ System Integrator/ Subcontractor - Machinist / Fabricator/ Non-manufacturer(s)/ Agents					
3.3 Year of Commencement of Business (attach relevant documents)					
4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)					
4.1*	Permanent Account No (PAN) (Mandatory)				
4.2	GSTIN: applicable/ exempted		(If applicable give details: State-wise GSTIN: Name of State/ UT: GSTIN: Copy of Registration Certificate)		
4.3	Whether Company is Micro/ Small Enterprise (MSE) Category		YES/ NO If yes, provided Udyam Registration Number		
4.3.1	Category as per extant MSME Act		Micro/ Small/ Medium		
4.3.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished				
4.4*	Registered with GeM - (provide GeM ID) (Mandatory)				
5.0 OTHER PARTICULARS					
5.1 IF REGISTERED WITH ANY OF BHEL UNITS					
Name of BHEL unit & Common/ Unit Supplier ID					
Common/ Unit Supplier Identification (ID)Number					
Items for which supplier is registered & its specifications					
5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?				YES/NO	
5.3 Whether Supplier is ISO 9001 Certified				YES/NO	
5.4 Whether Supplier is ISO 14000 Certified				YES/NO	

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

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5.5 Whether Supplier is OHSAS 18000 Certified	YES/NO
5.6 Experience List:	
5.7 Details of Pending Legal/ Arbitrations issues on contractual aspects with customer, if any? (If Yes, kindly furnish details with latest status on a separate sheet)	YES/NO

6.0 MANUFACTURING FACILITIES:

6.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS INCLUDING MATERIAL HANDLING FACILITY (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division (as per cl. 1.)	Description of Machine/Equipment	Quantity	Make & Year of Installation	Remarks

6.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONG WITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Process Outsourced	Name & address of The Company	Description of Machine / Equipment	Remarks

6.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE:

6.4 POWER BACK UP (Furnish details on separate sheet) YES/ NO

7.0 INSPECTION & TESTING FACILITIES

7.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT AVAILABLE (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division (as per cl. 1.2)	Description of Facility/ Equipment & Capacity	Nos.	Make & Year of Manufacturing	Last Date of Calibration (With Traceability)

7.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONG WITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Test	Source of Testing	Description of Facility/ Equipment & Capacity	Approval of Equipment/ Process/ Personnel Qualification

Note: In case of outsourcing of major testing such as NDT, Electrical & Mechanical Testing, no marks will be awarded. However, material composition testing by chemical method from recognized laboratory shall not attract negative marking.

PART- B: FINANCIAL INFORMATION (to be certified by a Chartered Accountant)

1.	Scanned copy of the financial information as below signed by a Chartered Accountant is to be uploaded.				
FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
“Figures to be as per Revised Schedule 6 of the Companies Act 2013, as applicable”					
8.0	Parameter	Year 1	Year 2	Year 3	Year 4
(Years in ascending order, Money value in Rs. Lakhs)					
8.1	NET WORTH (Share Capital + Reserves)				
8.2	LONG TERM DEBT/ LOAN				
8.3	DEBT EQUITY RATIO Long term Debt (8.2) Net worth (8.1)				
8.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
8.5	NET CURRENT ASSETS a) Cash on hand				

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

Enquiry No. 6626005E

Date: 22.06.2026

ANNEXURE - C

b) Account receivable				
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**BHARAT HEAVY ELECTRICALS LIMITED
GUIDELINES FOR SUPPLIER REGISTRATION**

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

Annexure-C

	1	c) Inventories			
		d) Loans and advances			
		e) Other current assets			
		Total			
		CURRENT LIABILITY & PROVISIONS			
		a) Sundry creditors			
		b) Advances from customers			
	2	c) Other liabilities			
		d) Provisions			
		Total			
		QUICK RATIO			
		3 CA - Inventory {8.5(1)-8.5(1)c}/ Current liability {8.5 (2)}			
8.6		SALES (excluding other income)			
8.7		PROFIT BEFORE TAX			
8.8		Contingent Liabilities			
8.9		Whether the supplier has been referred to BIFR/ NCLT/ any other Govt agency (If YES, enclose details)			YES / NO
8.10		Whether the supplier is a potential sick company. (If YES, enclose details)			YES / NO

Date:

Name:

Membership number & Seal of Chartered Accountant

Signature -----

Part C: (QUALITY SYSTEM):

9.0	Parameters	System in effect
		Written Procedure Yes/ No (If Yes, upload document)
9.1	Incoming Material Control System	
9.2.1	In Process Control	
9.2.2	Control on Outsourced Processes, if applicable	
9.3	Manufacturing Process/ Testing Procedure Qualification	
9.4	Personnel qualification for critical processes for cl. 9.3 (above).	
9.5	Calibration system	
9.6	System of Identification & Traceability of materials at incoming stage, during processing and finished goods, tools, jigs, fixtures & processed components, etc.	
9.7 a	System of Storage, Preservation, Painting & packing	
9.7 b	Application of 5S	
9.8	System of Non-Conformity Report (NCR) disposition, corrective and preventive action (CAPA)	
9.9	Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)	
9.10	HSE measures	
9.11	Any other quality initiative/ Quality manual	
9.12	Details of sub suppliers, outsourced agency	

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet- 632 406

Enquiry No. 6626005E

Date: 22.06.2026

ANNEXURE - C

Part D: TECHNICAL COMPETENCE (MARKS SHEET)

Technical competence shall be evaluated in two parts viz. common competence and product/ material category/ item specific competence.

a) COMMON TECHNICAL COMPETENCE

TECHNICAL COMPETENCE (where design specification is given by BHEL)	Marking range	Marking range, if product specific technical competency not required	Marks by BHEL
Supplier understands the product specification.	(0-3)	(0-8)	
Supplier understands the inspection requirements.	(0-2)	(0-5)	
Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)	(0-8)	
Supplier has experienced manpower to carry out the job.	(0-2)	(0-4)	
TOTAL MARKS OUT OF POSSIBLE	10	25	

OR

TECHNICAL COMPETENCE (where performance specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
			Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL
Design capability	(0-3)	(0-8)						
Adequacy of quality assurance plan	(0-2)	(0-5)						
Process capability for components	(0-3)	(0-8)						
Adequacy of testing facilities	(0-2)	(0-4)						
TOTAL MARKS OUT OF POSSIBLE	10	25						
Average of Total (Total/3) = -----								

b) PRODUCT/ MATERIAL CATEGORY/ ITEM SPECIFIC TECHNICAL COMPETENCE

(Max. marks 15)

Unit MISCC to structure the parameters to be considered for technical competence and score of individual parameters depending on material category/ item. MISCC shall identify the requirement of enclosures to be furnished by supplier.

Product:

S.no	Mat. category/ item	Tech Parameter	Supplier's response with relevant documents	Remarks

To be filled up by supplier only on receipt of technical requirements/ Specification/ Drawings/ Standards from BHEL and to be sent to BHEL for further scrutiny.

ANNEXURE – D

PRE-QUALIFICATION REQUIREMENT (PQR)

<u><i>Eligibility Criteria and General Information</i></u>		
Sl. no.	General Information about Firm	Vendor's Response
1.	Name of Firm	
2.	BHEL Ranipet Vendor Reference code (if available)	
3.	Works Address	
4.	Office Room with facilities like Computer, Printer, Internet access etc.	
5.	E-Mail Id	
6.	Contact No.	
7.	Bank Account Number and Name of the Bank	
8.	Availability of qualified NDT personnel	
9.	ISO 9001 certification :	
10.	GST Registration Number.:	
11.	Monthly Capacity that can be spared for all the RS	_____ Mt per month.
12.	Total Production Capacity of Firm:	_____ Mt per month.
Sl. no.	General Mandatory Capabilities / Facilities Required	Vendor's Response
13.	Firms should have Coiling & De-coiling facility for handling coils of approximate width 1600 mm weighing up to 12 Mt.	
14.	Firm should provide any one PO copy with invoice/Delivery challan or customer certificate or equivalent (not older than 2019) as a proof of having done the coil slitting job. (unpriced copies are acceptable).	
15.	Firm should have Crane of minimum 12 Mt for safely handling the coils. (Own/Hired)	
16.	Covered Area for working (concrete/ Asbestos/ Metallic Sheet) in Sq. ft - Minimum shed size	

ANNEXURE – D

<u>Eligibility Criteria and General Information</u>		
	shall be Area 2400 sq. ft. Own/Lease - Land document / valid lease document to be furnished for the tender execution period.	
17.	Compliance of Statutory requirements such as Insurance, ESI and PF facility for employees, Safety requirements, Non-usage of Child Labour, License from Government Agency (Inspector of Factories) etc. as applicable	
Declaration: - I/We certify that the details furnished above is true and correct.		
Signature of the Vendor with Firm Seal		

ANNEXURE – E

CHECKLIST FOR TECHNO COMMERCIAL BID

CHECKLIST SECTION I. VENDOR INFORMATION (to be filled by Vendor)
1. Vendor name:
2. Registered Office Address:
3. Contact details:
4. Email id:
5. Whether already approved by any of BHEL units: Yes / No
6. If yes, indicate vendor code and name of BHEL-Unit:
7. Whether approved by NTPC: Yes / No
8. If Yes - enclose approval letter for reference:
9. Offer Reference:

CHECKLIST SECTION II. ANNEXURE SUMMARY (To be filled in by the Vendor)		
SNo.	Particulars	(YES/ NO / NA)
1.	Technical Bid Format (Annexure A) for Each RS quoted in this tender (Without Price) is duly signed and enclosed	
2.	Integrity Pact (Annexure B) is duly signed and enclosed	N/A
3.	Vendor registration document (Annexure C) is duly signed and enclosed (Only for New Firm)	
4.	PQR and Eligibility Criteria (Annexure D) is duly signed and enclosed	
5.	Affidavit (Annexure F) is duly signed and enclosed	
6.	Non-Disclosure Agreement (Annexure H) is duly signed and enclosed	
7.	Power of Attorney (Annexure I) is enclosed, if required	
8.	Make in India local content declaration (Annexure J) is duly signed certified by a chartered accountant (CA) and enclosed	N/A
9.	Bidder eligibility for public procurement (Annexure K) is duly signed and enclosed	
10.	Frame work/confidentiality agreement (Annexure N) is duly signed and enclosed (Only for New Firm)	
11.	Documents for Partnership Firm – Self-Attested Copies are enclosed	
	ii. Latest Form- A , issued after 01.04.2024	
	iii. Partnership Deed Copy (AT WILL)	
12.	Documents for Limited Firm (Private Firm) – Self-Attested Copies are enclosed	
	a) Latest resolution by Board of Directors	
	b) Memorandum of Article of Association	

ANNEXURE – E

CHECKLIST SECTION II. ANNEXURE SUMMARY (To be filled in by the Vendor)		
SNo.	Particulars	(YES/ NO / NA)
	c) Company's Affidavit for existence	
	d) Latest Annual Report	
	e) Directors Share details	
13.	Any other supporting documents required	
<p>We have gone through all the terms and conditions of the tender and fully understood all the technical and commercial requirements and quoted for the tender without taking any deviation.</p> <p style="text-align: right;">Signature of Vendor (Authorized person) with seal</p>		

ANNEXURE – F

AFFIDAVIT

(NON-JUDICIAL STAMP PAPER VALUED RS.100/-)

ANNEXURE – F - AFFIDAVIT

I / We M/s. do hereby undertake the following-

1. We have not been presently put on hold, suspended, de-listed, debarred or black listed by any of the BHEL units.
2. We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
3. Tick whichever is applicable

1. One or more partners/directors/proprietor of us **DO HAVE a relation or relations** employed in the capacity of an Officer of BHEL, the details are given below:

Name:

Staff No:

Designation:

Department:

(Or)

2. One or more partners/directors/proprietor of us **DO NOT HAVE a relation or relations** employed in the capacity of an Officer of BHEL.

Concealing the above information, & if found by BHEL, BHEL may cancel the Contract & forfeit BG.

4. I/We have read the clause 1.7 of [Section IV](#). Accordingly, the details of family members, related Firms, group companies Etc. registered with BHEL participating in this tender enquiry are declared as follows-

Name of the Firm	Name of the Family Member	Nature of Business	Relationship	Item/s for which supplier is registered	Common/ Unit Supplier ID

5. I/We also declare that other than our firm, none of our sister unit / common business/ common management unit (s) in similar line of business are not participated in this tender enquiry.

ANNEXURE – F

6. All Scope, Terms and Conditions, laid vide various Sections and Annexures, technical / operational requirements of BHEL have been read and understood by me fully, and accepted without any deviation and then this offer is submitted unconditionally.
7. In case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that vendor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake Certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the vendor at any stage and the EMD/Bank Guarantee will be forfeited.
8. I/We undertake that the required Bank Guarantee (BG) will be submitted within 15 Days of issue of LOI, else non-submission of BG can be treated as "not honouring own offer" or any of the conditions stated/agreed in the tender and declared fit for taking penal action by BHEL as per "Suspension of Business dealings" against me/us.
9. I/we declare that I/we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s)/vendors. 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, it is found that I/We have indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
10. I/We understand that, as the tender is being floated through E Procurement System (EPS), it shall be presumed by BHEL that submission of declaration by bidder, uploading bid Supporting documents and Submission of Price Bids in EPS by using the Digital Key registered for EPS shall be treated as the bid and supporting documents are being signed / uploaded in EPS by the Authorized Signatory of the Firm.
11. THIRD PARTY NON-DISCLOSURE AGREEMENT provided in firm's letter head is an integral part of this affidavit.
12. I/We have understood that No Corrections / Revisions in the quoted rate(s) will be accepted after the Tender opening date.

Signature of Authorized person with seal

SAFE DISPATCH INSTRUCTIONS

Instructions for safe loading, transport, and unloading of materials is given in a separate file **“SafeDispatch.pdf”**.

ANNEXURE - H

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Ranipet on contract is confidential and that the nature of the business of the BHEL, Ranipet is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Ranipet without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Ranipet all documents and property of BHEL, Ranipet, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Ranipet 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Ranipet and are reasonable given the nature of the business carried on by the BHEL, Ranipet. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

ANNEXURE - I

POWER OF ATTORNEY

(To be filled, scanned and uploaded in e procurement site, if required)

(To be printed on non-judicial stamp paper of ₹ 100)

-/ Page 1 /-

KNOW ALL MEN BY THESE PRESENTS that, I, _____
(name of the person authorizing the other person) have been authorised by
_____ (refer to the persons/Board of Directors as the case may
be) vide _____ **dated** _____ **(refer to the authorizing
documents)**, inter alia, to submit bid, quote price, submit documents, negotiate and execute contracts
and do all acts and in deed in relation to the said acts in the name of and for and on behalf of M/s
_____ (hereinafter "Principal").

I consider it is necessary and expedient to appoint

_____ **(Name,
Designation/Related as, Residential Address)**, to be my Attorney for me and in my name to do the
following acts on behalf of the Principal, namely:

To receive Notice Inviting Tender/ Enquiry or any other document from or in relation to Bharat Heavy
Electricals Limited, Ranipet ("BHEL");

To submit bids, clarifications, quotations, prices, drawings, documents, or any other information in
relation to the above;

To negotiate and execute contracts with BHEL;

To respond to queries or request for clarifications from BHEL and furnish documents in support of such
response;

To do all acts, deeds and things which are necessary for the above acts or incidental thereto.

ANNEXURE - I

-/ Page 2 /-

I hereby agree and undertake to ratify all acts, deeds, assurances done, given, executed or made by my said Attorney in connection with the above as if the same were done or made by me,
_____ (the principal)

IN WITNESS whereof I sign and execute this Power of Attorney on this _____ day of
_____ 2024 at _____.

(Signature and Seal of the Principal)
With Land-line, Mobile, email, Address

The Stamp size photo and specimen signature of the Attorney

Affix Photo
here

Specimen signature of the Attorney

SIGNED and delivered by the above named _____
(Principal) in the presence of _____ (*Name of Witness*),
_____ (*address of witness*).

(Signature and Seal of the Witness)

Signature & Seal of the Notary

[*Note:*

- 1. In case of a company, the Managing Director of the Company shall sign on behalf of the Principal. The company's common seal shall also be affixed in the power of attorney.*
- 2. In case of Hindu Undivided Family, KARTA shall sign on behalf of the HUF. In case of a partnership, all the partners of the Firm shall sign and affix seal on behalf of the Principal.*
- 3. In case of a proprietorship, the proprietor shall be the Principal.]*

**MAKE IN INDIA LOCAL CONTENT DECLARATION
NOT APPLICABLE**

BIDDER ELIGIBILITY FOR PUBLIC PROCUREMENT

(To be submitted on the company letter head by supplier)

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20NO%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From,

M/s. _____

Address: _____

I/we are bidder from _____ (country). I/We do not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, if yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, if yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, if yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, if yes, provide the full name, address of all such locations.
5. Any Indian Agent available, if so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, if yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, if yes, provide the full address of all such locations.

ANNEXURE – K

Meaning of beneficial owner

1. In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial 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 percent 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 rights or shareholder’s agreement or voting agreement.
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 judicial person, has ownership of the 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 judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
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 and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
6. An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format

Date _____

Authorised Sign and stamp _____

PRICE BID FORMAT

(This format is to be separately filled in ₹ per Unit of measurement excluding GST in given Excel file named **BoQ**)

ANNEXURE – M

BANK GUARANTEE FORMAT

BANK GUARANTEE

Bank Guarantee No:
Date:

To,

(NAME & ADDRESSES OF THE BENEFICIARY)

Please affix here,
a Non-Judicial
Stamp of ₹ 200.

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at _____ (name of the Unit) having awarded to _____ (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. _____ dated _____³ valued at ₹ _____⁴ (Rupees _____) / FC _____ (in words _____) for _____⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to _____ % (_____ Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract.

We, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount ₹ _____ (Rupees _____) without any demur, immediately on a demand from the Employer. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (Rupees _____).

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

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

We the _____ BANK further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract

ANNEXURE – M

and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force up to and including _____⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed _____⁸.

b) This Guarantee shall be valid up to _____⁹.

c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____

Place of Issue _____

ANNEXURE – M

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

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

³DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴PROJECT/SUPPLY DETAILS

⁵BG AMOUNT IN FIGURES AND WORDS

⁶VALIDITY DATE

⁷DATE OF EXPIRY OF CLAIM PERIOD

⁸BG AMOUNT IN FIGURES AND WORDS.

⁹VALIDITY DATE

¹⁰DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

List of consortium banks from whom bank guarantee may be obtained.					
Nationalized Banks		13.	State Bank Of Hyderabad	24.	Standard Chartered Bank
1.	Allahabad Bank	14.	Syndicate Bank	25.	The Royal Bank Of Scotland N V
2.	Andhra Bank	15.	State Bank Of Travancore	26.	J P Morgan Bank
3.	Bank Of Baroda	16.	UCO Bank	Private Bank	
4.	Canara Bank	17.	Union Bank Of India	27.	Axis Bank
5.	Corporation Bank	18.	United Bank Of India	28.	The Federal Bank Limited
6.	Central Bank	19.	Vijaya Bank	29.	HDFC Bank
7.	Indian Bank	Public Sector Banks		30.	Kotak Mahindra Bank
8.	Indian Overseas Bank	20.	IDBI Bank	31.	ICICI Bank
9.	Oriental Bank Of Commerce	Foreign Banks		32.	Industrial Bank
10.	Punjab National Bank	21.	Citibank N A	33.	Yes Bank
11.	Punjab And Sindh Bank	22.	Deutsche Bank AG		
12.	State Bank Of India	23.	The Hongkong And Shanghai Banking Corporation Limited		

FRAMEWORK CONFIDENTIALITY AGREEMENT CUM UNDERTAKING

(Only for NEW Suppliers on Unit's/Division's PMD)
(To be executed on Non-judicial Stamp Paper of value ₹ 100.
To be stamped as an agreement)

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20__ (“Effective Date”) by and between

M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its **Boiler Auxiliaries Plant - Ranipet Unit** (hereinafter may be referred to as “BHEL” or “the Company”).

And

M/s _____, (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. “**Contract**” means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. “**Effective Date**” means the date of this Agreement as mentioned in the preamble of this Agreement.

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- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
- E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
- F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except

for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or subcontractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

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- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

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- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
 - b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
 - c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
 - d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.
7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of ONE year from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ONE year will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ONE years.
8. **Warranties & Undertakings:**
- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
 - b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
 - c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilize the same solely for the purpose of executing the Contract awarded by the Company.
 - d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

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e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9(f) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In Charge of the Unit/Division/Region.

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at Ranipet.

d) 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 the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of

ANNEXURE – N

Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

- f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at **Ranipet**.

Signature of Authorized person with seal

WITNESSES 1. _____

Name:

Address:

WITNESSES 2. _____

Name:

Address:

ANNEXURE – O

VENDOR DETAILS AND UDYAM PARTICULARS

S.No	Description - Details of MSE/Startup/EMD to be Filled by the Vendor	
1.	Name of the Vendor with Registered Office Address:	
2.	Address for Communication:	
3.	Contact person details:	
	1.Name: Mobile Number: Email ID:	
	2.Name: Mobile Number: E-Mail ID:	
4.	Whether your firm is recognized as Startup by DPIIT (Startup recognition certificate issued by DPIIT to be attached)	YES / NO
5.	Whether your firm falls under MSME (Please put tick mark and attach UDYAM Registration Certificate)	Micro / Small / Medium / Others
6.	Whether MSEs owned by SC/ST entrepreneurs In case of "Yes" Community certificate of Proprietor /Partner(s)/ Director(s) who have the share of at least 51 % to be attached	
7.	Whether MSEs owned by Woman entrepreneur(s) In case of "Yes "Aadhaar card of Woman Proprietor/ Aadhaar card of women partner(s) /Aadhaar card of women director(s) who have the share of at least 51% to be attached	
8.	If yes, whether the relevant documents as proof for S.no. 6 and 7 have been enclosed?	YES / NO
9.	PAN Number of firm (PAN Copy to be attached)	
10.	Name of Proprietor / Partners /Directors	Pan Number (Copy to be attached)

Signature of Authorized person with seal