

Annexure C

Clause: Special Provisions for Micro and small Enterprises (MSE):

1. In case MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the complete package requirement subject to acceptance of L1 price by MSE vendor.
2. In case of more than one such MSE, the counter offering will be to the lowest quoted MSE vendor subject to fulfilment of Point No.1
- 3.MSE suppliers can avail the intended benefits only if they submit their UDYAM Certificate along with their offer. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE.

ANNEXURE-D PACKAGE -WISE AND ITEM-WISE DELIVERY DETAILS

PACKAGE	PROJECT	PGMA	MATL CODE	Material Description	Qty	DELY PERIOD	DELY LOC
PACKAGE-1	BHUSAWAL	41-500	L172714150001001	HEA RETRACTOR ASSY.8" STROKE-240V AC SOV	16	8 weeks from Doc Approval	Bhusawal Site
		41-500	L172714150001002	HEA FLEXIBLE SPARK ROD A = 133"	16	8 weeks from Doc Approval	
		41-500	L172714150001003	HEA SPARK TIP	16	8 weeks from Doc Approval	
		41-500	L172714150001004	HEA EXCITER 240V AC	16	8 weeks from Doc Approval	
		41-500	L172714150001005	HEA FLEXIBLE CABLE ASSY. X=12 FEET	16	8 weeks from Doc Approval	
		41-988	L172784198801001	HEA SPARK TIP	4	8 weeks from Doc Approval	
		41-997	L1727S4199701001	HEA RETRACTOR ASSEMBLY 8 INCH STROKE	2	6 months from Document Approval	
		41-997	L1727S4199701002	HEA SPARK ROD A=133 INCH	2	6 months from Document Approval	
		41-997	L1727S4199701003	HEA SPARK TIP	2	6 months from Document Approval	
		41-997	L1727S4199701004	SOLENOID VALVES	4	6 months from Document Approval	
		41-997	L1727S4199701005	LIMIT SWITCH	4	6 months from Document Approval	
		41-997	L1727S4199701006	SOLENOID VALVE COIL	8	6 months from Document Approval	
		41-997	L1727S4199701007	HEA SPARK GAP	8	6 months from Document Approval	
		41-997	L1727S4199701008	HEA TRANSFORMER	8	6 months from Document Approval	
		41-997	L1727S4199701009	HEA RECTIFER	8	6 months from Document Approval	
		41-997	L1727S4199701010	HEA INDUCTOR	8	6 months from Document Approval	
41-997	L1727S4199701011	HEA EXCITER 240 V AC	4	6 months from Document Approval			
PACKAGE-2	UDANGUDI	41-500	L172914150001001	HEA RETRACTOR ASSY.8" STROKE-240V AC SOV	16	8 weeks from Doc Approval	Udangudi Site
		41-500	L172914150001002	HEA FLEXIBLE SPARK ROD A = 3380 MM	16	8 weeks from Doc Approval	
		41-500	L172914150001003	HEA SPARK TIP	16	8 weeks from Doc Approval	
		41-500	L172914150001004	HEA EXCITER 240V AC	16	8 weeks from Doc Approval	
		41-500	L172914150001005	HEA FLEXIBLE CABLE ASSY. X=12 FEET	16	8 weeks from Doc Approval	
		41-500	L173014150001001	HEA RETRACTOR ASSY.8" STROKE-240V AC SOV	16	8 weeks from Doc Approval	
		41-500	L173014150001002	HEA FLEXIBLE SPARK ROD A = 3380 MM	16	8 weeks from Doc Approval	
		41-500	L173014150001003	HEA SPARK TIP	16	8 weeks from Doc Approval	
		41-500	L173014150001004	HEA EXCITER 240V AC	16	8 weeks from Doc Approval	
		41-500	L173014150001005	HEA FLEXIBLE CABLE ASSY. X=12 FEET	16	8 weeks from Doc Approval	
		41-988	L172984198801001	HEA SPARK TIP	4	8 weeks from Doc Approval	
		41-988	L173084198801001	HEA SPARK TIP	4	8 weeks from Doc Approval	
		41-997	L1729S4199701001	HEA RETRACTOR ASSY.8" STROKE-240V AC SOV	4	4 months from Document Approval	
		41-997	L1729S4199701002	HEA FLEXIBLE SPARK ROD A = 3380 MM	4	4 months from Document Approval	
41-997	L1729S4199701003	HEA SPARK TIP	2	4 months from Document Approval			
41-997	L1729S4199701004	HEA EXCITER 240V AC	2	4 months from Document Approval			
41-997	L1729S4199701005	HEA FLEXIBLE CABLE ASSY. X=12 FEET	2	4 months from Document Approval			
PACKAGE-3	PATRATU	41-500	L182814150001001	HEA RETRACTOR ASSY.8INCH STRK,SOV 24VDC	60	8 weeks from Doc Approval	Patratu Site
		41-500	L182814150001002	HEA FLAXIBLE SPARK ROD A=133 INCH	60	8 weeks from Doc Approval	
		41-500	L182814150001003	HEA SPARK TIP	60	8 weeks from Doc Approval	
		41-500	L182814150001004	HEA EXITER 240V AC	60	8 weeks from Doc Approval	
		41-500	L182814150001005	HEA FLEXIBLE CABLE ASSY. X=12 FEET	60	8 weeks from Doc Approval	
		41-500	L182814150002001	HEA Ignitor Testing Kit	1	8 weeks from Doc Approval	
		41-988	L182884198801001	HEA SPARK TIP	15	8 weeks from Doc Approval	
		41-997	L1828S4199701001	HEA RETRACTOR ASSEMBLY 8 INCH STROKE	4	16 months from Document Approval	
		41-997	L1828S4199701002	HEA SPARK ROD A=133 INCH	4	16 months from Document Approval	
		41-997	L1828S4199701003	HEA SPARK TIP	16	16 months from Document Approval	
		41-997	L1828S4199701005	SOLENOID VALVES	8	16 months from Document Approval	

		41-997	L1828S4199701006	LIMIT SWITCH	8	16 months from Document Approval	BHEL Trichy Stores
		41-997	L1828S4199701007	SOLENOID VALVE COIL	16	16 months from Document Approval	
		41-997	L1828S4199701008	HEA SPARK GAP	16	16 months from Document Approval	
		41-997	L1828S4199701009	HEA TRANSFORMER	16	16 months from Document Approval	
		41-997	L1828S4199701010	HEA RECTIFIER	16	16 months from Document Approval	
		41-997	L1828S4199701011	HEA INDUCTOR	16	16 months from Document Approval	
		41-997	L1828S4199701012	RESISTOR	16	16 months from Document Approval	
		41-997	L1828S4199701013	CAPACITOR	16	16 months from Document Approval	
		41-997	L1828S4199701014	HEA EXCITER 240 V AC	8	16 months from Document Approval	
PACKAGE -4	YADADRI	41-997	L1823S4199701001	HEA SPARK TIP	16	18 months from Document Approval	BHEL Trichy Stores
		41-997	L1823S4199701002	HEA FLEXIBLE SPARK ROD A=133 INCH	8	18 months from Document Approval	
		41-997	L1823S4199701003	HEA IGNITOR TRANSFORMER	10	18 months from Document Approval	
		41-997	L1823S4199701004	HEA RETRACTOR ASSEMBLY; 240V AC SOV	12	18 months from Document Approval	
		41-997	L1823S4199701005	SOLENOID VALVE 240V AC FOR HEA RETRACT.A	12	18 months from Document Approval	
		41-997	L1823S4199701006	ELECTRONIC PCB ASSEMBLY	8	18 months from Document Approval	
		41-500	L182314150001001	HEA RETRACTOR ASSEMBLY;240V AC SOV	80	8 weeks from Doc Approval	Yadadri Site
		41-500	L182314150001002	HEA FLEXIBLE SPARK ROD A=133 INCH	80	8 weeks from Doc Approval	
		41-500	L182314150001003	HEA SPARK TIP	80	8 weeks from Doc Approval	
		41-500	L182314150001004	HEA EXCITER 240V AC	80	8 weeks from Doc Approval	
		41-500	L182314150001005	HEA FLEXIBLE CABLE ASSY. X=12 FEET	80	8 weeks from Doc Approval	
		41-988	L182384198801001	HEA SPARK TIP	20	8 weeks from Doc Approval	

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	
	TOTAL	

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SL	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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

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

Note:

No routine correspondence shall be addressed to the IEM (phone/post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) departments officials whose contact details are provided below.

Details of contact person(s): -

(1)
Name: Puneet Jhamb
Deptt: MM/BOI
Address: 24 Building, BHEL, Trichy
Phone: 0431-2575916
Email: puneetjhamb@bhel.in

(2)
Name: R Krishnakumar
Deptt: MM/BOI
Address: 24 Building, BHEL, Trichy
Phone: 0431-2574203
Email: Krishnakumar.r@bhel.in

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for
HEA IGNITOR COMPONENTS AND SPARES

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

Puneet Jamb

For & On behalf of the Principal

PUNEET JAMB
 Deputy Manager
 Materials Management / BOI
 BHEL, TRICHY - 620 014.
 (Office Seal)

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place Trichy

Date 20.10.2021

Witness: *R. Krishna Kumar*

(Name & Address) _____

R. KRISHNA KUMAR
 Manager
 Materials Management / BOI
 BHEL, TRICHY - 620 014.

Witness: _____

(Name & Address) _____

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (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 _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. 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 any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

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

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / 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 Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / 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.

8. 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / 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.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date ⁸ 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.

14. 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.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Technical Pre-Qualification Criteria (PQR)

Technical Pre-Qualification Requirement for HEA Igniters

1. The vendor shall be an established retractable HEA (High Energy Arc) igniter (henceforth referred as Igniter) manufacturer and having adequate Engineering, Manufacturing, testing and servicing facilities. Vendor to Submit back-up documents for the same.
2. The supplier shall have experience of having supplied Igniters for igniting No.6 oil in thermal power plants or for the application of similar severity and to meet the technical parameters of exciter, spark rod, spark tip and retractor as per technical specification of enquiry or higher.
3. The igniter and its accessories offered shall be from the existing regular supply range of the supplier.
4. As proof of above pre-qualifying requirement points, vendor should submit :
 - a. Their manufacturing product catalogue which lists the enquired igniter as per above technical requirements.
 - b. Vendor shall furnish general reference list with details of Customer name, Oil handled, igniter parameter, P.O date, and customer reference details wherein the vendor has supplied igniters meeting the technical requirements as stated in this enquiry or higher.
 - c. Minimum ONE end user certificate for the satisfactory operational performance of their supplied igniter, meeting the minimum pre- qualifying requirements stated above.

OR

Minimum two purchase order meeting the minimum pre- qualifying requirements stated above.

- d. Vendor to attach the corresponding data sheets/ technical documents of the igniter supplied as per P.O / End user certificate (submitted vide point 4.c) for our review.
5. In case of order placement, the Vendor shall have the responsibility for the followings and same to be confirmed point wise.
 - a) Vendor should have the component replacement responsibility in case of defect / failure.
 - b) Vendor shall provide assistance in commissioning activities at site, if required.
 - c) Vendor should ensure that their product would perform as intended during erection & commissioning.
6. Backup document checklist to meet PQR to the fullest satisfaction of BHEL:

S. No	Document description	Check list
a.	Back-up documents as per pt. 1	<input type="checkbox"/>
b.	Product Catalogues as per pt. 4a	<input type="checkbox"/>
c.	General reference list as per pt. 4b	<input type="checkbox"/>
d.	One end user certificate OR Two P.O as per pt. 4c	<input type="checkbox"/>
e.	Data sheets/ technical documents as per pt. 4d	<input type="checkbox"/>
f.	Confirmation to clause (5)	<input type="checkbox"/>



An ISO 9001
Company

Bharat Heavy Electricals Limited
(High Pressure Boiler Plant)
Tiruchirappalli-620 014, Tamil Nadu, India
Dept: MATERIALS MANAGEMENT/BOI

Annexure – A - Terms and Conditions
ACCEPTANCE OF TECHNO - COMMERCIAL TERMS & CONDITIONS BY THE
BIDDERS

Description of the Equipment:		HEA Ignitor Components, Commissioning Spares & Mandatory Spares for
Enquiry No:		1802100201 dtd. 18.11.2021
Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	<p><u>Technical:</u> The supply shall be as per Project specific BHEL specification for the following Projects and Annexure-A attached with the Enquiry, without deviation.</p> <ol style="list-style-type: none"> 1. Bhusawal 2. Udangudi 3. Yadadri 4. Patratu <p>SQP SD:26/Rev00 is applicable for Bhusawal, Udangudi & Yadadri. For Patratu, Vendor to submit their QP in line with specifications requirements.</p>	
1 (b)	<p>Inspection by BHEL Approved Third Party Inspection Agencies/BHEL/NTPC/Customer at vendor works before dispatch is applicable.</p> <p>Shipment shall be made only after obtaining despatch clearance from BHEL/MDCC from NTPC/Customer.</p>	
1 (c)	<p>Confirmation & submission of all PQR documents as per Annexure -1 is mandatory (Technical pre-qualification requirements)</p> <p>Note: Vendors not meeting PQR will be rejected.</p>	
1 (d)	<p>Tender Evaluation Offers will be considered as Project-wise package basis for evaluation & ordering, as indicated in the tender. There are 4 Packages for this Enquiry.</p> <ol style="list-style-type: none"> 1. Bhusawal [BoQ Sl No. 10 to 170] 2. Udangudi [BoQ Sl No. 180 to 340] 3. Yadadri [BoQ Sl No. 350 to 460] 4. Patratu [BoQ Sl No. 470 to 660] <p>Evaluation will be on individual Package basis on Total cost to BHEL, after all loadings as applicable.</p>	
1 (e)	<p>Customer Approval is applicable.</p> <p>Vendor to submit their credentials as prescribed in the attached formats, for necessary approval from following Customers.</p> <ol style="list-style-type: none"> 1. Yadadri 2. Udangudi 3. Patratu <p>Pl note that your offer consideration is subject to Techno- Commercial Suitability & customer approval before Price bid opening.</p>	

2	<p><u>Firm Price:</u> The quoted / finalised rates shall be Firm till execution of the supplies. Offer with Price Variation Clause (PVC) will not be considered.</p>	
3	<p>The tender will be operated in two part bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the above and other conditions, as well as technical capability, vendors will be short-listed. The Techno-commercial bid will be opened on the due date and based on the suitability of techno-commercial bid, the price Bid of the techno-commercial suitable qualified vendors will be considered and opened on a suitable date with due intimation to vendors.</p>	
4	<p><u>Delivery term</u></p> <p>Delivery shall be on FOR/Destination basis.</p> <p>Delivery Location – BHEL Trichy Stores (Tamil Nadu) or Respective Sites shall be as per Annexure-D</p> <p>Transit Insurance is on BHEL scope <u>Ex-Works Contracts will not be entertained.</u></p>	
5 (a)	<p><u>Payment terms:</u></p> <p>1. <u>For DTS items</u> “100% direct EFT payment after 60 days from the date of dispatch against site acknowledgement.</p> <p>2. <u>For Trichy Store items</u> “100% direct EFT payment after 60 days from the date of receipt & acceptance of material at our stores.</p>	
5(b)	<p>Performance Bank Guarantee to a value of 10% of the Total Order Value covering the whole Guarantee period. PBG shall be in BHEL format (format enclosed). List of Consortium of Banks is also enclosed.</p>	
6 (a)	<p><u>Liquidated damages:</u></p> <p>Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the PO Pending value per week of the delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.</p>	
6 (b)	<p><u>Loading Criteria on LD term for arriving the L1 rate:</u></p> <p>Any deviation on BHEL LD clause, loading (Offered Value) will be applied to the extent to which it is not agreed by the bidder. *Acceptance of LD on undelivered portion will be loaded at the rate of 10% (max).</p>	
7 (a)	<p><u>Guarantee / Warranty Period:</u></p> <p>The offered system shall be guaranteed for 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier.</p>	

	Extended warranty, as applicable, based on any conditional approval to be provided in addition.	
7 (b)	<u>Loading Criteria:</u> <u>Guarantee / Warranty Period:</u> No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
8	<u>Risk purchase:</u> If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to Purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order.	
9	<u>Delivery Period:</u> 08 weeks from document approval – for Main supply & Commissioning Spares For Mandatory Spares, following shall be the delivery schedule 1. Bhusawal – 6 months from Document Approval 2. Udangudi – 4 Months from Document Approval 3. Yadadri – 18 Months from Document Approval 4. Patratu – 16 Months from Document Approval	
10	LR date/E-waybill dt, whichever is later, will be considered for LD calculation.	
11	<u>Validity:</u> 120 days minimum from techno commercial bid opening (Part-1). Any Deviation with respect to validity your offer is liable for rejection. Ensure your quoted rates will have 120 days minimum validity from techno commercial bid opening. The delay in responding to BHEL technical clarification beyond four days will be subsequently added to the validity period, Revised Price Bids will not be encouraged.	
12	<u>Reverse Auction</u> “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking	
13	<u>Inspection and testing requirements:</u> Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 15 days from the date of PO for our approval), Technical spec &QP (wherever applicable) and all test certificates are to be submitted in complete set. Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days’ notice period for indigenous vendors and 30 working days’ notice period for import vendors is required well in advance from the proposed date of inspection	
14	<u>Repair & replacements:</u> Within the guarantee period vendor has to replace / rectify the defective/	

	damaged items on free of cost within a reasonable time of reporting from our end.	
15	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> 01. Covering letter 02. Unpriced offer. 03. Filed technical specification 04. Filed BHEL Terms and condition sheet (Annexure-A) 05. Catalogue's 06. PQR (Special Conditions annexure -1) 07. List of Spare parts 08. Third party non-disclosure agreement <p>Documents are to be submitted along with Price bid (Part-2)</p> <ol style="list-style-type: none"> 01. Priced offer <p>Note: All the pages of documents are to be signed and stamped by authorized signatory of the company.</p>	
16	<u>MSE Applicability as per Annexure C. The vendors shall furnish valid UDYAM certificate, for availing the benefits of MSE.</u>	
17	<p><u>Make in India:</u></p> <p>For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017, 28.05.2018 & 04.06.2020 issued by DPIIT and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.</p> <p>In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.</p> <p>Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.</p> <p>“For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, as defined in Public Procurement (Preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, The same shall be applicable even if issued after issue of This NIT, but before opening of part-II bids against his NIT”</p> <p>For more details, pls. refer the Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry.</p> <p>For this procurement, since splitting is not applicable, maximum percentage of Bid quantity for MII Purchase Preference (in case of applicability) shall be 100%.</p> <p>Vendor to submit their Local Content Declaration along-with their offer. The same shall be as per the format attached with the Enquiry.</p>	

	Offers from Non-Local supplier shall not be considered for this Tender.	
18	O&M Manuals to be submitted in editable electronic form in Compact Discs. Drawings shall be in AutoCad (Latest Version).	
18 a	<u>Important Information for Indigenous Suppliers:</u>	
	Kindly indicate the GST No of your Firm	
	Kindly Indicate the HSN Code for the Enquiry item.	
	Please indicate the applicable GST % (IGST, SGST, CGST)	
	Kindly Note the BHEL Trichy Unit GST NO : 33AAACB4146P2ZL	
	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	
18 b	<u>In Case of Order Placement:</u>	
	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 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.	
	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
	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.	
	All dispatch and quality documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, 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	
	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	
	For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate +	

	<p>6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.</p>	
	<p>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. For this, Debit note will be issued by BHEL indicating the respective supply invoice number. Debit note will be available on our B2B portal.</p>	
<p>Note:</p>	<p>BHEL may negotiate the L1 rate, if not meeting our budget/estimated cost. BHEL may re-float the tender opened, if L1 price is not the acceptable price to BHEL. Any deviation in specified commercial terms- Annexure B, will lead to rejection of offer. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.</p>	

Vendor’s Seal and Signature

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, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy 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, Trichy 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, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy'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, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy 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.

Place:- _____

Date:- _____

Name

Company

Signature