

Techno-Commercial Bid (To be filled by supplier and submit with offer)				
Tender No.		E1653149		
SL No	quantity	Item description		
1	2 Nos.	ROUGH MACHINED LPT SHAFT FORGING AS PER DRAWING NO 11030146999 AND MATERIAL STANDARD HW19373.		
Remarks :		1.OFFER TO BE SUBMITTED IN TWO PART BID I.E. 'TECHNICAL BID' & 'PRICE BID'. 2.SUBMIT DULY FILLED SEALED AND SIGNED ANNEXURE-B FOR TECHNO-COMMERCIAL TERMS. 3.PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP 200102B) & ANNEXURE B, ANNEXURE C & ANNEXURE D ALONG WITH OFFER. 4.PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE. 5. ENQUIRY TECHNICAL TERM: VENDORS TO FULFILL ALL THE REQUIREMENTS MENTIONED IN BID PQR AND TECHNICAL PRE-QUALIFICATION REQUIREMENTS (PQR). 6.SUPPLIER TECHNICAL TERM: AS PER TECHNICAL SPECIFICATION & PQR. 7.INSPECTION TERMS: INSPECTION SHALL BE DONE BY BHEL AND CUSTOMER. 8.VENDORS HAVE TO SUBMIT QAP FOR APPROVAL AS PER STANDARD QAP WITHIN 15 DAYS OF PO DATE. RE-SUBMISSION OF QAP, IF REQUIRED, HAS TO BE DONE WITHIN 15 DAYS OF COMMENTS. CONTRACTUAL DELIVERY FOR LD PURPOSE SHALL BE RE-FIXED FROM DATE OF DOCUMENT APPROVAL AFTER DEDUCTING DELAY ON VENDOR'S PART, IF ANY, IN SUBMISSION/ RE-SUBMISSION OF QAP. 9.PURCHASE PREFERENCE SHALL BE GIVEN TO MSE BIDDER I.E. 100% QUANTITY SHALL BE OFFERED TO MSE VENDORS SUBJECT TO MATCHING OF L-1 RATE IF L2 RATE IS L1+15%. 10.EVALUATION TO BE DONE ON ITEM WISE L1 BASIS. 11.BEING OPEN TENDER ENQUIRY, MAKE IN INDIA CLAUSE: - PPP-MI ORDER DATED 04.06.2020 SHALL BE APPLICABLE, IN COMPLIANCE WITH THE LATEST AMENDMENTS. ALL THE CLASS-I & CLASS-II VENDOR SHALL BE CONSIDERED. 12.REVERSE AUCTION IS APPLICABLE. 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-COMMERCIAL QUALIFIED BIDDERS. PRICE BIDS OF ALL TECHNO-COMMERCIAL 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 PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING. 13.OFFER FROM MANUFACTURER ONLY IS ACCEPTABLE. 14.REQUIRED DELIVERY 360 (TENTATIVE) FROM POST PO DOCUMENT APPROVAL. 15.THE OFFER OF BIDDERS WHO ARE UNDER SUSPENSION/INTERIM 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 WEBSITE WWW.BHEL.COM 16.PAYMENT TERMS AS- 100% PAYMENT WITHIN 90 DAYS OF RECEIPT (45 DAYS FOR MSE & 60 DAYS FOR MEDIUM ENTERPRISE) AGAINST SUPPLY SUBJECT TO ACCEPTANCE OF MATERIAL. AS PER ORDER F. NO 1(2)(1) 2016-MA DATED 09/02/2017 FROM MIN. OF MSME TRADERS/AGENTS ARE NOT ALLOWED FOR BENEFITS/RELAXATIONS EXTENDED TO MSEs. ANY DEVIATION FROM THE ABOVE PAYMENT TERMS, IF ACCEPTED (BY BHEL), SHALL BE LOADED @ SBI REPO RATE + 4% FOR THE PURPOSE OF BID EVALUATION. 17.VENDOR TO SUBMIT CA CERTIFICATE WITH UDIN NO. OR AUDITED BALANCED SHEET FOR THE LAST 3 FINANCIAL YEARS I.E. FY. 22-23, FY.23-24 AND FY.24-25 18.VENDOR TO FURNISH ATTACHED INTEGRITY PACT DULY FILLED AND STAMPED IN EACH PAGES ALONG WITH THE OFFER.		
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1	Quotation Reference & date	As per supplier		
2	HSN / SAC code	As per supplier		
2A	GST TYPE & ITS PERCENTAGE APPLICABLE item wise mentioned in the offer (IGST/CGST+SGST/UGST)	As per supplier		
3	Quotation Currency	In INR		
4	E-Mail	As per supplier		
5	Phone/Mobile	As per supplier		
6	Contact Person	As per supplier		
7	Order to be placed on	As per supplier		
8	Address	As per supplier		
9	Minimum delivery period to be quoted in no. of days from PO. If any document approval is required then the delivery period shall start from the date of document approval however vendor shall submit all documents with in 15 days of issue of PO. And subsequent submission shall be within 15 days in case any revision required.	As per supplier		
10	Prices shall be firm till delivery	Yes		
11	INSPECTION: By BHEL & Customer as per approved QAP .	Yes		

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12	DELIVERY DESTINATION:- THE MATERIAL IS REQUIRED TO BE SUPPLIED TO BHEL BHOPAL.	Yes		

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13	Price to be furnished on F.O.R. BHEL Bhopal, duly insured basis inclusive of P&F charges.	Yes		
14	Quoted for all the items of tender enquiry	Yes / No. (If "No" please mention item number of regreted items)		
15	Technical Specifications	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
16	TC , GC and ALL Inspection report as per tender enquiry and specification will be submitted along with each consignment.	Yes (In case of "No" your offer may be rejected).		
17	Brand Name, If any.	As per supplier		
18	Supply from	As per supplier		
19	Quotation Validity will be 120 days from the date of techno-commercial bid opening.	Yes		
20	Are you registered under MSMED ACT 2006 as small or micro.	Yes / No (If select Yes, please enclosed valid MSE/UAM/UDYAM certificate)		
21	Payment term: 100% payment within 90 days of receipt (45 days for MSE & 60 days for medium enterprise) against supply subject to acceptance of material. As per order f. No 1(2)(1)/ 2016-MA dated 09/02/2017 from min. Of MSME traders/agents are not allowed for benefits/relaxations extended to MSEs. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI repo rate + 4% for the purpose of bid evaluation.	90 days /60 Days/45 Days (If supplier is MSE, please select 45 days)		
22	Other Charges (If any)	Applicable / Not Applicable. (If applicable please mention percentage (%) / Value (along with type of charges).		

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Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
23	Transit Insurance will be in supplier scope	Yes		
24	Penalty: - LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value (Please refer clause 9 of GCC - BP-200102).	Yes / No (In case of "No", your offer will be loaded suitably)		
25	General terms and conditions of enquiry (Form No. BP-200102) is Acceptable.	Yes (In case of "No" your offer may be rejected).		
26	Special Terms and conditions of enquiry (Annexure B) is acceptable.	Yes (In case of "No" your offer may be rejected).		
27	ONLY MANUFACTURER IS ELIGIBLE FOR PARTICIPATION IN THE BID.	supplier confirmation is required.		
28	Submitted duly seal & signed on all pages Annexure C & commercial Annexure -B.	Yes (In case of "No" your offer may be rejected).		
29	Submitted duly seal & signed on all pages – BHEL GTC (BP200102B)	Yes (In case of "No" your offer may be rejected).		
30	Vendor to submit ca certificate with udin no. Or audited balanced sheet for the last 3 financial years i.e. FY. 22-23, FY.23-24 AND FY.24-25	supplier confirmation is required.		
31	Submitted duly seal & signed- on each page of Integrity Pact.	supplier confirmation is required.		

ANNEXURE-B (COMMERCIAL FOR INDEGENOUS VENDORS)

(Submit the document with company's seal and authorized signature)

Enquiry No – E1653149

S.NO.	BHEL TERMS	VENDORS REMARKS
1.	PRICES SHALL BE FIRM TILL DELIVERY.	
2.	INSPECTION TERM: INSPECTION SHALL BE DONE BY BHEL AND CUSTOMER AT VENDORS WORK AS PER APPROVED QAP. PLEASE CONFIRM.	
3.	<u>DELIVERY DESTINATION:</u> - THE MATERIAL IS REQUIRED TO BE SUPPLIED TO FOR BHEL BHOPAL.	
4.	PRICE TO BE FURNISHED ON F.O.R. DESTINATION BHEL BHOPAL, DULY INSURED BASIS INCLUSIVE OF P&F CHARGES.	
5.	MINIMUM DELIVERY PERIOD TO BE QUOTED IN NO. OF WEEKS FROM THE DATE OF RECEIPT OF PURCHASE ORDER. IF ANY DOCUMENT APPROVAL IS REQUIRED THEN THE DELIVERY PERIOD SHALL START FROM THE DATE OF DOCUMENT APPROVAL HOWEVER, REQUIRED DELIVERY IS (TENTATIVE), 360 DAYS FROM POST PO DOCUMENT APPROVAL. VENDOR SHALL SUBMIT ALL DOCUMENTS WITHIN 15 DAYS OF ISSUE OF PO AND SUBSEQUENT SUBMISSION SHALL BE WITHIN 15 DAYS IN CASE ANY REVISION REQUIRED.	
6.	KINDLY FURNISH CONTACT NO. & EMAIL ID OF CONCERNED PERSON.	
7.	<u>PAYMENT TERMS:</u> 100% PAYMENT WITHIN 90 DAYS OF RECEIPT (45 DAYS FOR MSE & 60 DAYS FOR MEDIUM ENTERPRISE) AGAINST SUPPLY SUBJECT TO ACCEPTANCE OF MATERIAL AND 10% AGAINST COMPLETION OF E & C OF RESPECTIVE UNITS. AS PER ORDER F. NO 1(2)(1)/ 2016-MA DATED 09/02/2017 FROM MIN. OF MSME TRADERS/AGENTS ARE NOT ALLOWED FOR BENEFITS/RELAXATIONS EXTENDED TO MSSES. ANY DEVIATION FROM THE ABOVE PAYMENT TERMS, IF ACCEPTED (BY BHEL), SHALL BE LOADED @ SBI REPO RATE + 4% FOR THE PURPOSE OF BID EVALUATION.	
8.	ONLY MANUFACTURER IS ELIGIBLE FOR PARTICIPATION IN THE BID.	
9.	<u>PENALTY:</u> - LD SHALL BE 0.5% OF THE TOTAL ORDER VALUE PER WEEK OF DELAY OR PART THEREOF, SUBJECT A MAXIMUM OF 10% OF THE TOTAL ORDER VALUE (PLEASE REFER CLAUSE 9 OF GTC).	
10.	<u>SPECIFY</u> HSN CODE OF MATERIAL ITEM WISE IN THE OFFER.	
11.	<u>KINDLY FURNISH GEM SELLER ID-</u>	
12.	GST TYPE & ITS PERCENTAGE APPLICABLE ITEM WISE MENTIONED IN THE OFFER (IGST/CGST+SGST/UGST)	
13.	THE OFFER MUST BE VALID FOR 120 DAYS FROM THE DATE OF TECHNICAL BID OPENING.	
14.	VENDORS TO FULFILL ALL THE REQUIREMENTS MENTIONED IN BID PQR AND TECHNICAL PRE-QUALIFICATION REQUIREMENTS (PQR) & TECHNICAL SPEC.	
15.	CONFIRM UDYAM CERTIFICATE IS SUBMITTED, IN CASE BIDDER IS AN MSE VENDOR. (AS PER ORDER F. NO. 1(2)(1)/ 2016-MA DATED 09/02/2017 FROM MIN. OF MSME TRADERS/AGENTS ARE NOT ALLOWED. FOR BENEFITS/RELAXATIONS EXTENDED TO MSSES.)	
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17.	VENDOR TO SUBMIT CA CERTIFICATE WITH UDIN NO. OR AUDITED BALANCED SHEET FOR THE LAST 3 FINANCIAL YEARS I.E. FY. 22-23, FY.23-24 AND FY.24-25.	
18.	SUPPLIER TO FURNISH ALL INSPECTION REPORTS, MATERIAL TC & GC TO PO ISSUING AUTHORITY AFTER SUPPLY / ALONG WITH SUPPLY.	
19.	GUARANTEE / WARRANTY REQUIRED AND PERIODS: 18 MONTHS FROM SUPPLY OR 12 MONTHS FROM THE COMMISSIONING WHICHEVER IS EARLIER. PLEASE CONFIRM.	
20.	SUBMITTED DULY SEAL & SIGNED – ANNEXURE C, ANNEXURE -D	

ANNEXURE-B (COMMERCIAL FOR INDEGENOUS VENDORS)***(Submit the document with company's seal and authorized signature)*****Enquiry No – E1653149**

21.	SUBMITTED DULY SEAL & SIGNED – TECHNO COMMERCIAL BID													
22.	SUBMITTED DULY SEAL & SIGNED - ON EACH PAGE OF BHEL GTC													
23.	SUBMITTED DULY SEAL & SIGNED ANNEXURE B (TECHNO-COMMERCIAL BID)													
24.	SUBMITTED DULY SEAL & SIGNED- ON EACH PAGE OF INTEGRITY PACT.													
25.	PURCHASE PREFERENCE SHALL BE GIVEN TO MSE BIDDER I.E. 100% QUANTITY SHALL BE OFFERED TO MSE VENDORS SUBJECT TO MATCHING OF L-1 RATE IF L2 RATE IS L1+15%.													
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30.	BREACH OF CONTRACT, REMEDIES AND TERMINATION- IN CASE OF BREACH OF CONTRACT, BHEL MAY RESORT TO RECOVER 10% OF THE TOTAL CONTRACT VALUE THROUGH VARIOUS FINANCIAL REMEDIES SUCH AS SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE, BILLS OF THE SUPPLIER, RETENTION AMOUNT ETC. WITH BHEL OR OPT FOR LEGAL REMEDIES. FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE- SCOPING, SHORT-CLOSURE, ETC. SHALL BE APPLIED AS PER PROVISIONS OF THE CONTRACT.													
31.	ANY BIDDER FALLING UNDER MSE CATEGORY SHALL FURNISH THE FOLLOWING DETAILS & SUBMIT DOCUMENTARY EVIDENCE/ GOVT. CERTIFICATE ETC. IN SUPPORT OF THE SAME ALONG WITH THEIR TECHNO-COMMERCIAL OFFER. NOTE: IF THE BIDDER DOES NOT FURNISH THE ABOVE IN THE TENDER, OFFER SHALL BE PROCESSED CONSTRUING THAT THE BIDDER IS NOT FALLING UNDER MSE CATEGORY.													
	<table><tr><td>TYPE OF MSE (PLEASE TICK ✓)</td><td>SC/ST OWNED</td><td>WOMEN OWNED</td><td>OTHERS (EXCLUDING SC/ST & WOMEN OWNED)</td></tr><tr><td>MICRO</td><td></td><td></td><td></td></tr><tr><td>SMALL</td><td></td><td></td><td></td></tr></table>	TYPE OF MSE (PLEASE TICK ✓)	SC/ST OWNED	WOMEN OWNED	OTHERS (EXCLUDING SC/ST & WOMEN OWNED)	MICRO				SMALL				
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SMALL														

NOTE-

- 1) DEVIATION IN ANY COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE.
- 2) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE WILL SUPERCEDE.
- 3) IN CASE BIDDER IS NOT MAKING AN OFFER AGAINST THIS ENQUIRY, WE REQUEST THE BIDDER TO POST THE REGRET LETTER.
- 4) PAYMENT TERM BENEFIT IS NOT APPLICABLE FOR TRADER/DEALER/RE-SELLER/DISTRIBUTOR/AGENT ETC. ONLY MANUFACTURERS ARE ELIGIBLE FOR 45 DAYS AND 60 DAYS OF PAYMENT BENEFITS AS PER MSME CLAUSE.

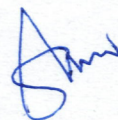
Technical Pre-Qualification Requirement

STE-Z17-541-01 Rev 00; 19.01.2026

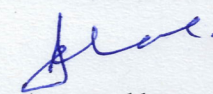
Clause	Qualification Requirement	Documents to be submitted
1	Bid from Rotor Manufacturers (a company / firm having in house forging and heat treatment facility)	<ul style="list-style-type: none"> Manufacturer <input type="checkbox"/> (Pl tick <input checked="" type="checkbox"/> as applicable)
2	A (i) Rotor manufacturer should have experience of successfully manufacturing Turbine/Generator Rotors in material grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent Ni ($\geq 2.5\%$)-Cr-Mo-V.	Past supply reference list to be submitted in filled Annexure 1.
	A (ii) Rotor manufacturer must have delivered at least one rotor in steel grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent Ni ($\geq 2.5\%$)-Cr-Mo-V steel for Steam Turbines / Generators satisfying following requirement in last 10 years as on enquiry issue date: <ul style="list-style-type: none"> a) Rotor weight $\geq 50T$ b) Rotor barrel diameter $\geq 1200mm$ c) Rotor length $\geq 5000mm$ d) Axial core trepanned 	Test certificate covering chemical, mechanical properties including axial core testing, NDT & dimension report (clearly establishing rotor weight, barrel diameter & rotor length) of one rotor is to be submitted. OR In lieu of above, Rotor Manufacturer may submit certificate of successful supply of LP/TG Rotor in material grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent Ni ($\geq 2.5\%$)-Cr-Mo-V from Steam Turbine OEM for power plant application. The certificate must mention following conditions of supply: <ul style="list-style-type: none"> - Rotor weight ≥ 50 Tons - Rotor of barrel diameter $\geq 1200mm$, - Rotor length $\geq 5000mm$ - Rotor supplied with axial core trepanning - Year of supply
	B <u>In lieu of 2A</u> , Rotor Manufacturer may submit documentary evidence that they are approved supplier of Steam Turbine OEM for LP Rotor Forging of weight ≥ 50 Tons in material grade 26NiCrMoV11-5 / 26NiCrMoV14-5 or equivalent Ni ($>2.5\%$)-Cr-Mo-V steel.	Power Plant OEM certificate clearly establishing their approval for LP Rotor in material grade 26NiCrMoV11-5/26NiCrMoV14-5 or equivalent Ni ($>2.5\%$)-Cr-Mo-V and weight ≥ 50 Tons to be submitted. OEM Certificate of approval should have been issued within 3 years from date of issue of enquiry. In case OEM certificate is older than 3 years, Rotor Manufacturer to submit certificate revalidated by OEM.

अंकित सिंह

Prepared by



Checked by



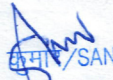
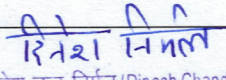
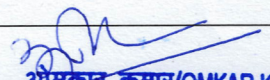
Approved by

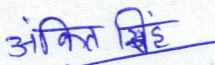
Technical Pre-Qualification Requirement


STE-Z17-541-01 Rev 00; 19.01.2026

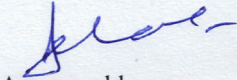
3	A	Rotor Manufacturer must have in-house forging and heat treatment facilities to manufacture Rotor Shaft as per enquiry drawing and specification (including cross referred standards). Outsourcing of forging & heat treatment is not permitted.	Rotor Manufacturer to confirm for availability of inhouse facility for forging & heat treatment. Details of in-house facility for forging and heat treatment to be filled in Annexure 2.
	B	Rotor manufacturer to submit details of in-house steel melting and refining facility required for manufacturing enquiry item. In case ingot is outsourced, Rotor Manufacturer to inform their ingot supplier with details of steel melting & refining facility for present enquiry. Rotor manufacturer must have experience of supplying rotor forging using ingots from this sub supplier.	Inhouse <input type="checkbox"/> Outsourced <input type="checkbox"/> (Pl tick ✓ as applicable) Details of steel melting & refining facilities to be filled in Annexure 2.
	C	Rotor manufacturer to submit details of inhouse machining facility to manufacture rotor as per enquiry drawing. In case of outsourcing of any of machining operation, details covering machining source Name & Works address and their machining facility are to be submitted.	Inhouse <input type="checkbox"/> Outsourced <input type="checkbox"/> (Pl tick ✓ as applicable) Rotor Manufacturer to confirm. Details to be filled in Annexure 2.
	D	Rotor manufacturer must have testing facility (inhouse / outsourced) as per the requirement of enquiry drawing and specification.	Inhouse <input type="checkbox"/> Outsourced <input type="checkbox"/> (Pl tick ✓ as applicable) Rotor Manufacturer to confirm. Details to be filled in Annexure 2.



STE PQR TECHNICAL REVIEW COMMITTEE


Member -1	Member -2	Member -3
 संजीव कुमार/SANJEEV KUMAR वरि. उप महाप्रबंधक/Sr.Dy.General Manager एस.टी. ई. विभाग/S.T.E. Division बी.एच.ई.एल., भोपाल/BHEL, Bhopal	 दिनेश चन्द्र निर्मल/Dinesh Chandra Nirmal वरि. उप महाप्रबंधक/Sr. DGM एस.टी.ई. विभाग/S.T.E. Division बी.एच.ई.एल., भोपाल/BHEL, BHOPAL	 ओमकार कुमार/OMKAR KUMAR वरि. उप महाप्रबंधक/Sr. Dy. General Manager एस.टी.ई. विभाग/S.T.E. Division बी.एच.ई.एल., भोपाल / BHEL, Bhopal


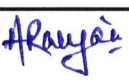
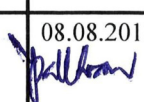

Prepared by


Checked by
9


Approved by

दिनांक एवं हस्ताक्षर SIGN & DATE सामग्री सूची संख्या को अधिकृत करता है TLV 9123 18 Dec '16		संस्थान क्रय विनिर्देश (हीप – हरिद्वार)		HW19373
		PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)		मुख पृष्ठ PREFACE SHEET
<p align="center"> L P TURBINE SHAFT FORGING (Gr: 26NiCrMoV14-5) </p> <p align="center"> केवल आंतरिक प्रयोग हेतु प्रदायक को देने से पूर्व इस मुखपृष्ठ को निकाल दें । FOR INTERNAL USE ONLY REMOVE THIS PREFACE BEFORE ISSUE TO SUPPLIERS. </p> <p> समतुल्य मानक/सूची आदि COMPARABLE STANDARDS / CATALOGUES ETC. </p> <p align="right"> : NIL </p> <p> सुझाए/सम्भावित प्रदायक एवं श्रेणी SUGGESTED / PROBABLE SUPPLIERS AND GRADES. </p> <p align="right"> : AS PER PMD </p> <p> कोई अन्य जानकारी ANY OTHER INFORMATION </p> <p align="right"> : Based on TLV 9123 18, Dec'16 </p>				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company	स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए ।	हस्ताक्षर एवं दिनांक SIGN & DATE 	सामग्री सूची संख्या INVENTORY NO. P-2237	REAFFIRMED 2025
REV.NO. 06 Dt. 09.08.18	SUPERSEDS	रवीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE	GP NO. 2.60	निर्माण : जारी : मानक विभाग PREPARED : MTE ISSUED : STANDARDS DIVISION
		दिनांक : DATE 17.08.1989		

दिनांक एवं हस्ताक्षर SIGN & DATE		संस्थान क्रय विनिर्देश (हीप : हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HW19373																													
				पृष्ठ का Page 1 of 6																													
SUPERSEDES INVENTORY मामूली सूची संख्या को अधिकृतित करना है TLV9123 18, Dec'16	LP TURBINE SHAFT FORGING (Grade: 26NiCrMoV14-5)																																
1.0 General: This specification governs the quality of LP Turbine shaft forging of steel grade 26NiCrMoV14-5 (Material no. 1.6957).																																	
2.0 Application: For LP Turbine shafts.																																	
3.0 Condition of Delivery: Heat-treated and machined condition as per the ordering drawing.																																	
4.0 Dimension and Tolerances: Forging shall be supplied to the dimensions and tolerances as per the ordering drawing.																																	
5.0 Manufacturing:																																	
5.1 Melting and Forging: Vacuum degassed steel with low silicon content (e.g. VCD steel) or re-melted steel shall be used and thoroughly forged. The use of any other melting method and secondary steel treatment shall be agreed upon in advance with BHEL in each individual case.																																	
5.2 Heat Treatment: The forging shall be liquid quenched (immersed in water or water spray). As far as possible all surplus material at the transition from the body part to be journals should be left, especially at the location where the trepan core will be removed. The shaft shall be quenched or sprayed until the temperature in the center of the rotor body is < 80°C. The tempering temperature shall be selected to achieve the prescribed 0.2% Proof Strength at the best possible toughness. Tempering temperature shall not be less than 600°C. Any other kind of heat treatment is accepted only if it has been approved by BHEL in writing. The duration of tempering and the controlled cooling rate in particular are to be chosen to achieve minimum residual stresses. The residual stresses shall not exceed 60 N/mm ² at any point on the surface.																																	
6.0 Properties and Tests:																																	
6.1 Chemical Composition: Heat analysis in weight %																																	
<table border="1"> <thead> <tr> <th>C</th> <th>Si</th> <th>Mn</th> <th>P</th> <th>S</th> <th>Cr</th> <th>Mo</th> </tr> </thead> <tbody> <tr> <td>≤ 0.28</td> <td>≤ 0.07</td> <td>≤ 0.40</td> <td>≤ 0.007</td> <td>≤ 0.007</td> <td>1.50 – 1.80</td> <td>0.30 – 0.45</td> </tr> </tbody> </table>		C	Si	Mn	P	S	Cr	Mo	≤ 0.28	≤ 0.07	≤ 0.40	≤ 0.007	≤ 0.007	1.50 – 1.80	0.30 – 0.45	<table border="1"> <thead> <tr> <th>Ni</th> <th>V</th> <th>Al total</th> <th>Sn</th> <th>Sb</th> <th>As</th> <th>Cu</th> </tr> </thead> <tbody> <tr> <td>3.40 – 3.70</td> <td>0.07 – 0.15</td> <td>≤ 0.010</td> <td>≤ 0.015</td> <td>≤ 0.0015</td> <td>≤ 0.020</td> <td>≤ 0.15</td> </tr> </tbody> </table>				Ni	V	Al total	Sn	Sb	As	Cu	3.40 – 3.70	0.07 – 0.15	≤ 0.010	≤ 0.015	≤ 0.0015	≤ 0.020	≤ 0.15
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TSX PSC QAX STE महामत विभाग AGREED DEPTT.		D. C. ANGIWAR G. KRISHNAN U. K. PANDA D. K. RAY नाम NAME		अनुवादक TRANSLATED BY निरीक्षक WORKED BY जांचकर्ता CHECKED BY पर्यवेक्षणकर्ता SUPERVISED BY		नाम NAME दिनांक एवं हस्ताक्षर SIGNATURE & DATE SUBODH RANA ASHISH RANJAN GOPAL KRISHNAN																											
REAFFIRMED 2025		स्वीकृति APPROVED :		संस्थान मानकीकरण समिति PLANT STANDARDIZATION COMMITTEE		Gr. NO. 2.60																											
REV. NO. 06		निर्माण PREPARED :		जारी ISSUED :		दिनांक DATE :																											
Dt. 09.08.18		16MTE		TSX		17.08.1989																											
CHANGE ADVICE TSX(MTE)-18-32																																	

दिनांक एवं हस्ताक्षर SIGN & DATE	SUPERSEDES INVENTORY NO.		संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARIDWAR)	HW 19373 पृष्ठ का Page 2 of 6																
सामग्री सूची संख्या को अधिकृत करता है	COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company	<p>For elements P and Sn a sum of $P + Sn \leq 150\text{ppm}$ is to be aimed at. Best results can be achieved with 0.22-0.28 %C and 0.15 – 0.35%Mn.</p> <p>Slight deviation in chemical composition are permissible after agreement with BHEL, provided service properties are not affected.</p> <p>6.1.1 Product analysis:</p> <p>A product analysis shall be carried out in accordance with specification AA0850155 and shall be documented. The product and heat analysis have to demonstrate that the material can be regarded as chemically homogenous (with the exception of small deviations).</p> <p>6.2 Mechanical Properties:</p> <p>6.2.1 Tangential or Radial Specimens</p> <p>The manufacturer shall test Tangential or Radial test specimens taken from locations indicated on the drawing. The difference between the individual values of 0.2% Proof Strength and Tensile strength values from different locations as indicated in drawing shall not differ by more than 50 N/mm².</p> <p>The test rings shall not be cut free before quality heat treatment. The location of tensile and impact specimens must be at a distance of at least 40mm from the heat treated surfaces.</p> <p>The following properties must be achieved at room temperature</p> <table border="1" data-bbox="260 1032 1457 1164"> <thead> <tr> <th>0.2% Proof Strength (N/mm²)</th> <th>Tensile Strength (N/mm²)</th> <th>Elongation after fracture, (%)</th> <th>Reduction of area, (%)</th> <th>Absorbed impact energy (KV₂) (J)</th> </tr> </thead> <tbody> <tr> <td>700 – 800</td> <td>≤ 980</td> <td>≥ 15</td> <td>≥ 45</td> <td>≥ 100*</td> </tr> </tbody> </table> <p>*average of 3 Charpy V-notch specimens</p> <p>6.2.2 Axial Core</p> <p>According to the order drawing an axial core of diameter ≥ 60 is to be taken out of the journal area. The location of the axial core is shown in the order drawing. Irrespective of the data on the drawing, the position of the shaft in the forged ingot has to be such that the axial core lies on the top side (output end).</p> <p>Position and number of specimens shall be as per specification AA0850155.</p> <p>Following properties shall be achieved in radial direction:</p> <table border="1" data-bbox="272 1505 1457 1637"> <thead> <tr> <th>0.2% Proof Strength (N/mm²)</th> <th>FATT* (°C)</th> <th>Absorbed impact energy (KV₂) at 20°C (J)</th> </tr> </thead> <tbody> <tr> <td>≥ 700</td> <td>≤ - 30</td> <td>≥ 90 **</td> </tr> </tbody> </table> <p>*) FATT in accordance with SEP 1670</p> <p>**) Value from Absorbed Impact Energy – Temperature Curve</p> <p>BHEL reserves the right to extend the axial core up to below the body. In this case it will be based on an altered drawing.</p> <p>6.2.3 Tangential Cores (if called in ordering drawing):</p> <p>According to the instructions on the order drawing tangential cores with a $\phi \geq 26\text{mm}$ are to be taken out of the middle of the body part.</p> <p>If a depth of ≥ 300mm, is not achieved with tangential core at turbine shafts then the tangential core testing is omitted.</p>			0.2% Proof Strength (N/mm ²)	Tensile Strength (N/mm ²)	Elongation after fracture, (%)	Reduction of area, (%)	Absorbed impact energy (KV ₂) (J)	700 – 800	≤ 980	≥ 15	≥ 45	≥ 100*	0.2% Proof Strength (N/mm ²)	FATT* (°C)	Absorbed impact energy (KV ₂) at 20°C (J)	≥ 700	≤ - 30	≥ 90 **
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सामग्री सूची संख्या P-2232	17	जांचकर्ता CHECKED BY	Gopal Krishnan		08.08.2018															

<div>निर्माक एवं हस्ताक्षर SIGN & DATE</div>		<div>संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARIDWAR)</div>		<div>HW 19373 पृष्ठ का Page 3 of 6</div>	
<div>सामग्री सूची संख्या को अधिकृतित करना है</div>		<div>SUPERSEDES INVENTORY NO.</div>			
<div>सामग्री सूची संख्या The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company</div>		<div>COPYRIGHT AND CONFIDENTIAL</div>			
<div>स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए ।</div>		<div>हस्ताक्षर एवं तिथि का SIGN & DATE</div>			
<div>सामग्री सूची संख्या P-2237</div>		<div>REV 06</div>		<div>निर्माणकर्ता WORKED BY Ashish Ranjan जांचकर्ता CHECKED BY Gopal Krishnan</div>	
<div>18</div>		<div>08.08.2018</div>		<div>08.08.2018</div>	

The actual achieved depth of tangential core and the diameter of rotor for quality heat treatment are to be given in documentation.
Position and number of specimens shall be as per specification AA0850155.
Following properties have to be achieved:

Distance from the heat treatment surface (mm)	0.2% Proof Strength (N/mm²)	FATT* (°C)	Absorbed impact energy (KV₂) at 20°C (J)
≥ 300	≥ 700	≤ +0	≥ 70 **

*) FATT in accordance with SEP 1670
**) Value from Absorbed Impact Energy – Temperature Curve

6.3 Outer and Inner Quality / NDE

6.3.1 UT – Inspection

Ultrasonic examination of rotor shaft shall be carried out as TLV51150001 (latest issue). The evaluation and acceptance of ultrasonic testing of shaft shall be as per TLV3930 11.

6.3.2 Magnetic Particle Examination

Magnetic particle examination and evaluation shall be carried out as per TLV51150001. The evaluation and acceptance of magnetic particle testing of shaft shall be as per TLV3930 11.

6.4 Residual Stress Measurement:

The residual stresses are to be proved at every delivery according to AA0850150 by a qualified method (e.g. the KWU–Ring Core method / ASTM E837). The residual compressive stresses shall not exceed 60N/mm² at any point on the surface.

6.5 DIMENSIONAL MEASUREMENT:

The dimensions and tolerances given in the ordering drawing shall be applicable. The supplier shall carry out the following dimensional inspection in delivery condition:

- All outer diameters and outer length of the rotor, surface roughness of the journal area with limited reference value and actual value are to be provided.
- Length, diameter and surface roughness of the axial bore is to be measured according to Annexure -01 at 300mm intervals.

7.0 MARKING:

The supplier shall mark each shaft at location shown in the respective drawing. Following information has to be punched at reference clock position number 12 and is to be bordered with oil paint.

- BHEL Purchase order number
- BHEL order drawing number with their revision number
- BHEL specification number with their revision number
- Heat Number
- Supplier reference identification

This shall be confirmed with authorized work inspector’s stamp next to the identification

18


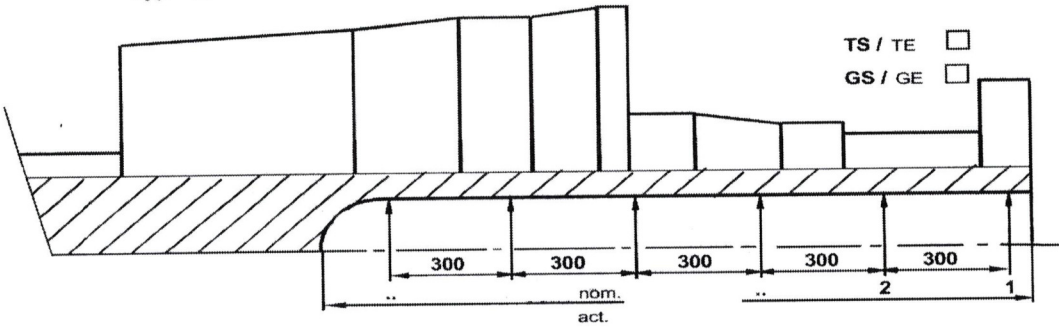
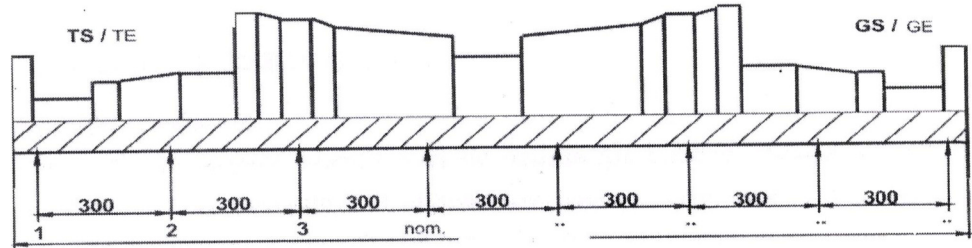
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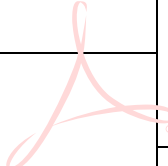
<div>निर्माक एवं हस्ताक्षर SIGN & DATE</div>		<div>संस्थान क्रय विनिर्देश (हीप - हरिद्वार)</div> <div>PLANT PURCHASE SPECIFICATION</div> <div>(HEEP - HARIDWAR)</div>		<div>HW 19373</div> <div>पृष्ठ का</div> <div>Page 4 of 6</div>	
<div>सामग्री सूची संख्या को अधिकृतित करता है</div> <div>SUPERSEDES INVENTORY NO.</div>		<div>8.0 DOCUMENTATION:</div> <div>The supplier shall furnish 4 copies of test certificates in accordance to EN10204 B, unless otherwise stated on the order. The test certificates shall bear the following information:</div> <div>BHEL Reference:</div> <div><div>a) Purchase Order No.</div><div>b) Drawing number with their revision number</div><div>c) Purchase Specification number with their revision number</div></div> <div>Supplier's Reference:</div> <div><div>a) Name of supplier</div><div>b) Material Identification</div><div>c) Melt Number & melting process</div><div>d) Details of steel ingot & forging process: Dimension, ingot weight, forging process and Forging reduction ratio (F_{max}/F_{end} at the largest diameter)</div><div>e) Details of heat treatment, method of cooling, actual time and temperature sequence, soaking time, heating and cooling rate.</div></div> <div>Test Results:</div> <div><div>a) Melt analysis along with tramp elements,</div><div>b) Product analysis</div><div>c) Mechanical test results (all individual values & test piece locations are to be indicated).</div><div>d) Ultrasonic examination results</div><div>e) Results of the MPI of axial and if applicable tangential bores</div><div>e) Result of residual stress measurement</div></div> <div>9.0 CLEARANCE FOR DELIVERY:</div> <div>The entire results of test performed are deciding factors for the clearance of the delivery. BHEL shall evaluate the total results with respect to intended operational requirements for the forging and judge accordingly the permissibility of deviations, if any.</div> <div>The clearance does not relieve the manufacturer from the responsibility for hidden impermissible defects, which may be found later on.</div> <div>10.0 DEVIATIONS:</div> <div>Deviations from this Purchase Specification, which arise during manufacturing, shall be submitted to BHEL in writing, giving full details of the deviation. Acceptance of concession request will be at the sole discretion of BHEL. BHEL has right to reject material in case of any deviation from specified properties even if testing is not explicitly specified.</div>			
<div>हस्ताक्षर एवं निर्माक SIGN & DATE</div>		<div>सामग्री सूची संख्या INVENTORY NO.</div>		<div>निर्माणकर्ता WORKED BY</div> <div>Ashish Ranjan</div> <div>जांचकर्ता CHECKED BY</div> <div>Gopal Krishnan</div>	
<div>REV 06</div>		<div>19</div>		<div>08.08.2018</div> <div>08.08.2018</div>	

SIGN & DATE दिनांक एवं हस्ताक्षर				संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARIDWAR)		HW 19373 पृष्ठ का Page 5 of 6			
सामग्री सूची संख्या को अधिकृतित करता है		SUPERSEDES INVENTORY NO.		11.0 PACKING & DISPATCH: Before dispatch, the forging shall be suitably packed to prevent corrosion and damage during transit. Support points shall be protected against corrosion and mechanical damage. Axial bore shall be sealed air tight as per ordering drawing. Prior to sealing, the whole surface of the bore shall be protected with water displacing slushing oil (dewatering fluid). BHEL must be informed about the used product.					
सामग्री सूची संख्या अधिकृतित करता है		COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company		12.0 CROSS REFERRED STANDARDS: 1. AA0850155 2. ASTM E 837 3. SEP 1670 4. AA0850150 5. TLV511500001 6. TLV3930 part 11 7. EN10204.					
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए ।		हस्ताक्षर एवं दिनांक SIGN & DATE							
सामग्री सूची संख्या INVENTORY NO.		REV 06		निर्माणकर्ता WORKED BY		Ashish Ranjan		08.08.2018	
P-2237		20		जांचकर्ता CHECKED BY		Gopal Krishnan		08.08.2018	

दिनांक एवं हस्ताक्षर SIGN & DATE	SUPERSEDES INVENTORY NO.	सामग्री सूची संख्या को अधिकतम करता है	COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company	स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए ।	हस्ताक्षर एवं दिनांक SIGN & DATE	सामग्री सूची संख्या INVENTORY NO.	 <h2 style="margin: 0;">संस्थान क्रय विनिर्देश (हीप - हरिद्वार)</h2> <h1 style="margin: 0;">PLANT PURCHASE SPECIFICATION</h1> <p style="margin: 0;">(HEEP - HARIDWAR)</p>	HW 19373 पृष्ठ का Page 6 of 6
							Annexure - 01	
<h3>LP Turbine Shaft: Inspection of Axial Bore</h3>								
Test Record:								
Job Name:				PO No:				
Drawing No.:				Material Spec.:				
								Roughness: Nom./Act. Diameter : Nom.
<div style="text-align: center;"> Typ " A " </div> 								
<div style="text-align: center;"> Typ " B " </div> 								
Measuring Point		Diameter		Measuring Point		Diameter		
Remarks:								
Date:				Signature				
REV 06				निर्माणकर्ता WORKED BY		Ashish Ranjan		
21				जांचकर्ता CHECKED BY		Gopal Krishnan		
						08.08.2018		
						08.08.2018		

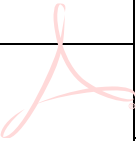
MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					TO BE FILLED BY BHEL			TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	FORGING FOR LP SHAFT		QP NO.									
				REV										
		DRG. NO.	AS PER PO											
		SPEC.	HW19373											
		REV	AS PER PO		Page 1 of 2									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
									M	B	N			
1	2	3	4	5	6	7	8	9	D	10		11		

1.	MELTING	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	100%	VENDOR'S STD.	HW19373	TC	√	P	V		
2.	FORGING	FORGING STEPS	MAJOR	VISUAL	100%	-DO-	VENDOR'S STD	TC		P	-		
3.	PRELIMINARY HEAT TREATMENT	TIME TEMP CONTROL	MAJOR	MEASURE	100%	-DO-	-DO-	IR	√	P	V		
4.	MARKING OF CLOCKING SYMBOLS		MAJOR		100%		HW19373		√	P	V		
5.	MACHINING FOR QUALITY HT	DIMENSIONS	MAJOR	MEASURE	100%	DRAWING	DRAWING	IR		P	-		
6.	INTERNAL UT	ULTRASONIC TEST	MAJOR	UT	100%	HW19373	TLV3930 11	IR		P	-		
7.	QUALITY HEAT TREATMENT	TIME TEMP CONTROL	MAJOR	MEASURE	100%	HW19373	HW19373 APPROVED HT PROCEDURE	TC	√	P	V		
8.	RESIDUAL STRESS MEASUREMENT	RESIDUAL STRESS TESTING	MAJOR	RST	100%	HW19373	HW19373	TC	√	P	W		
9.	UT	ULTRASONIC TEST	MAJOR	UT	100%	HW19373	TLV3930 11	TC	√	P	W		
10.	SAMPLING FOR MECHANICAL TESTING		MAJOR		T1 & T2	BHEL DRWING & SPEC	BHEL DRWING & SPEC		√	P	W		
11.	MECHANICAL TESTING & METALLOGRAPH	TENSILE TEST IMPACT TEST MICROSTRUCTURE (For information)	MAJOR	MECHANICAL METALLOGRA PHY	100% T1 & T2	HW19373	HW19373	TC	√	P	W		BAINITE STRUCTURE
12.	TREPPANNING OF AXIAL CORE AND TANGENTIAL / RADIAL CORE		MAJOR			BHEL DRWING & SPEC	BHEL DRWING & SPEC			P	-		

		LEGEND: D : RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER / SUBCONTRACTOR				APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL			TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	FORGING FOR LP SHAFT		QP NO.									
				REV										
		DRG. NO.	AS PER PO											
		SPEC.	HW19373											
		REV	AS PER PO			Page 2 of 2								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
											M	B	N	
1	2	3		4	5	6	7	8	9	D	10			11

13.	AXIAL AND TANGENTIAL / RADIAL CORE MECHANICAL TEST	TENSILE TEST IMPACT TEST / FATT & MICROSTRUCTURE (For information)	MAJOR	MECHANICAL & METALLOGRAPHY	100%	HW19373	HW19373	TC	√	P	W		
14.	MACHINING	VISUAL AND DIMENSIONS INCLUDING RUN-OUT	MAJOR	VISUAL AND MEASURE	100%	DRAWING	DRAWING	TC	√	P	W		
15.	BOROSCOPIC & MPI OF AXIAL BORE	BOROSCOPIC & MAGNETIC PARTICLE TEST	MAJOR	BOROSCOPIC & MPI	100%	HW19373	TLV3930 11	TC	√	P	W		
16.	PLUGGING OF AXIAL BORE					BHEL DRWING & SPEC	BHEL DRWING & SPEC			P	-		
17.	MARKING PRESERVATION & PACKING	MARKING PRESERVATION & PACKING	MAJOR	VISUAL	100%	BHEL DRWING & SPEC	BHEL DRWING & SPEC		√	P	V		

		LEGEND: D : RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER / SUBCONTRACTOR		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

ANNEXURE- C

DECLARATION BY BIDDERS REGARDING CONFLICT OF INTEREST

Bidders having a conflict of interest shall not be eligible to participate in the tender process.

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

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

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

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

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

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

We confirm to above conditions of NIT against enquiry no/ GeM bid no-

Sign/seal of bidder

()

For M/s.

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
MATERIAL MANAGEMENT – THERMAL DIVISION

ANNEXURE-D

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

Format:

I, hereby declare on behalf of M/s. that we are participating in the Enquiry No. floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 revised on 19.07.2024 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before opening of Part-II bids against this NIT.

2. As per the Provisions of this order, **only “Class-I/Class-II Local Suppliers/Non-Local Suppliers”** are eligible to bid for the tender.

- (a) A supplier will be treated as **“Class-I Local Suppliers”**, if the items quoted by bidder have local content equal to or more than 50%.
- (b) A supplier will be treated as **“Class-II Local Suppliers”**, if the items quoted by bidder have local content equal to 20% but less than 50%.
- (c) A supplier will be treated as **“Non Local Suppliers”**, if the items quoted by bidder have local content less than to 20%.
- (d) **‘Local Content’** means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

3. I hereby declare that our firm qualifies as **“Class-I/Class-II Local Suppliers/Non-Local”** (Tick as applicable).

a. The Local Content in the items quoted under this Enquiry is Percent

b. Details of location(s) in India where this value addition shall be done, is/are as follows: (Mention Factory location)

- (a)
- (b)

4. Please provide breakup in following table-

Description	In percent
Percentage break up of cost of imported items (inclusive of taxes)	
Percentage break up of license/ royalty paid/ technical expertise cost	
Percentage break up of local value additional /mention activities performed locally-	
Percentage break up of packing forwarding charged & freight to BHEL Bhopal	
Total	100%

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

MATERIAL MANAGEMENT – THERMAL DIVISION

5. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me/my firm in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

(.....)

For M/s.

(Seal & Sign)



BP 200102B

HEAVY ELECTRICALS PLANT, BHOPAL

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	General:
1.1	<p>These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.</p> <p>In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:</p> <ol style="list-style-type: none"> Amendments to Purchase Order/ Framework Agreement Purchase Order/ Framework Agreement Letter of intent (LOI)/ Letter of Award (LOA) Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions Corrigenda to NIT, with those of later date having precedence over those of earlier date Original NIT and annexures except documents listed in point no (vii) to (ix) below Technical specifications including their annexures Special Terms and condition of Enquiry (STC) General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries
2.1	<p>Through eProcurement</p> <ol style="list-style-type: none"> Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app Offers in any other mode will not be accepted. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal https://eprocurebhel.co.in/. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
2.2	Through tender room (Conventional tender)
2.2.1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry.</p> <p>Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.</p> <p>The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.</p>
2.2.2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
2.2.3	<p>Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.</p>
2.2.4	<p>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the</p>



BP 200102B

HEAVY ELECTRICALS PLANT, BHOPAL

GENERAL TERMS AND CONDITIONS OF ENQUIRY

	mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.
2.3	Through tender room or EProcurement
2.3.1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
2.3.2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
2.3.3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
2.3.4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.
2.3.5	Bid in single part or techno-commercial bid in two-part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
2.3.6	<p>Whenever specified /called in special /additional /tender specific remakes of tender the Bid Security/ Earnest Money Deposit (EMD)] is to be submitted by bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p><u>Modes of deposit</u></p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p> <p>b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p><u>Forfeiture of EMD</u></p> <p>(i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p><u>Others Instructions</u></p> <p>(i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>(ii) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) EMD shall not carry any interest.</p>
2.3.7	<p>1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.</p> <p>3. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on</p>



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	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
2.3.8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
2.3.9	Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (https://supplier.bhel.in/). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
2.3.10	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.3.11	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (https://bhel.com/tenders) and additional in https://eprocurebhel.co.in/nicgep/app for e-procurement tenders. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
2.3.12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
2.3.13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
2.3.14	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease the tender quantity in case where negotiation is being held.
3	Delivery Terms
3.1	Indigenous Purchase
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	Foreign Purchase — Imports
3.2.1	<ol style="list-style-type: none"> 1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) & Break-bulk Cargo at Mumbai (MPT - INBOM1). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4). 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. 6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 8. Please visit BHEL Bhopal website https://bpl.bhel.com or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.



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	<p>9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</p> <p>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years.</p> <p>9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</p> <p>9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</p> <p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)
4.1	Name of the bidder's executive to deal with this tender / project
4.2	E-mail address of the contact person
4.3	Telephone no. of the contact person
4.4	Name of location from where the goods shall be offered for inspection and dispatch
5	Additional logistics information for Imports
5.1	Bid currency
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
5.4	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)
5.5	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)
5.6	Approx. distance in km. from Bidder's works to Port of Loading
6	Delivery Schedule & Completion date
6.1	<p>i. Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.</p> <p>iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</p>
6.2	<p>In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.</p> <p>For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).</p>



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6.3	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
7	Transit Insurance
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
8.1	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	Penalty for Late Delivery
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery . Total undelivered order value above shall be item wise, lot wise order value of PO . Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply (Milestone delivery terms) , the LD clause will be separately mentioned in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	Indian Agents and Agency commission
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.



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10.3	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.		
10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.		
11	Documentation:		
11.1	Indigenous Purchase		
	<p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at https://bpl.bhel.com/mm/. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.</p> <ol style="list-style-type: none"> 1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter), 2) Consignee copy of LR & 2 sets each of Packing list, 3) Test certificate, Guarantee / Warranty certificate, 4) O & M manuals (where applicable) 5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill. 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure <p>The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))</p>		
11.2	Foreign Purchase — Imports		
	<p>Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <ol style="list-style-type: none"> 1. Express / Original 'Clean on board' Bill of Lading / AWB. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package. 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases. 4. One set of Original Test Certificates and O&M Manual where called for. 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following: <table border="1"> <tr> <td> AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight) </td> <td> DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at mmfe.bpl@bhel.in</p> <ol style="list-style-type: none"> 7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. <p>In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <ol style="list-style-type: none"> i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly 	AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in
AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in		



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	<p>mentioned on B/L or AWB.</p> <p>ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.</p> <p>iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</p> <p>iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</p> <p>v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</p> <p>vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments.</p>
11.3	General
	<ol style="list-style-type: none"> For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	Price Validity :
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above.



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	<p>The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount.</p> <p>Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.</p>
15.	Taxes & Duties - Foreign Purchase — Imports
15.1	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	Payment Terms-
16.1	<p>Indigenous: 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>
16.2	<p>Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.</p>
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	<p>Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.</p> <p>In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.</p>
16.5	Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	Inspection of Goods
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
17.2	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract.</p> <p>Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>
17.3	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
17.5	<p>REJECTION:</p> <p>If any goods are rejected, BHEL shall be at liberty to take action as per following:</p>



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	<p>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>e) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p> <p style="text-align: center;">Or</p> <p>f) In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.</p>
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
18.1	<p>Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder.</p> <p>In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.19.</p>
19.1	Evaluation and Loading Criteria:
19.1.1	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.</p>
19.1.2	<p>Common Loading factors (in case of deviation quoted by bidders)</p> <p>INDIGENOUS</p> <ol style="list-style-type: none"> 1) Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract. 2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared separately in STC/ATC of particular tenders.



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	IMPORTS 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC B. Loading for payment terms as per clause 16.1 of GTC
20	Variation of orders
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract
21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
22.1	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	Safety clause for purchase orders
23.1	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	Non-Disclosure Agreement
24.1	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u>
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	Settlement of Disputes & Arbitration
25.1	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
25.3	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
25.4	Except as provided elsewhere in this Contract, in case amicable settlement 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 the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. 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 Bhopal.



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	<p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences 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. Administrative Mechanism for Resolution of CPSEs Dispute as stated in https://dpe.gov.in/guidelines/guidelines/chapters/2673.</p> <p>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/Organizations (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."</p>
25.5	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
26.1	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
28.1	<p>Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT , the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract.. Performance security is to be submitted by the date specified in the contract.</p> <p>Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Forfeiture of Performance Security:</p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
28.2	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
28.3	Wherever the contract is for supply of Goods processed on labor basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted



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28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser
28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	<p>Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) –</p> <p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p> <p>It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.</p> <p>As per the OM No. F. No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.</p>
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	<p>In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).</p> <p>A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p> <p>In case of indivisible tender, the full quantity shall be awarded to L1.</p>
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to



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	<p>be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>																								
30	<p>Integrity Pact (IP) — Independent external monitors (IEM)</p> <p>For tenders in which integrity pact is applicable, following points stand valid :</p>																								
20.1	<p>IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <div><div><p>Name: -----</p><p>Address: -----</p><p>E-mail : -----</p></div><div>}</div><div>As indicated in NIT / enquiry</div></div>																								
30.2	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>NOTE: No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p>For all clarifications/ issues related to the tender, please contact:</p> <table><tr><td></td><td>(1)</td><td>(2)</td></tr><tr><td>Name</td><td></td><td></td></tr><tr><td>Landline No.</td><td></td><td></td></tr><tr><td>Mobile No.</td><td></td><td></td></tr><tr><td>Email</td><td></td><td></td></tr><tr><td>Dept.</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Fax</td><td></td><td></td></tr></table>		(1)	(2)	Name			Landline No.			Mobile No.			Email			Dept.			Address			Fax		
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31	<p>Fraud Prevention Policy : The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p>Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof :</p>																								
32.1	<p>Commitment by BHEL:</p> <p>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.</p>																								
32.2	<p>Commitment by bidder / Supplier / Contractor :</p>																								



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32.2.1	<ul style="list-style-type: none"> - The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India. - The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL - The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
32.2.3	<p>Preventive checks to eliminate suspected cartel formation between suppliers</p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines</p> <p>Declaration by Bidders</p> <p>We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____</p> <p>2.0 _____</p> <p>3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">(_____) For M/s _____ Seal and Sign</p>
33	<p>Public Procurement (Preference to Make in India), Order 2017</p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable</p> <p>For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is 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 this NIT.</p> <p>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</p>
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines
34.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
34.2	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
34.3	<p>Bidder from a country which shares a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a county; or An entity whose beneficial owner is situated in such a country; or



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	<p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>
34.4	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation –</p> <p>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>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;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>
34.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.6	<p>Model certificate for Tenders</p> <p><i>“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached].”</i></p>
35	<p>Conflict of Interest:</p> <p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.</p> <p>There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal; or</p>



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	<p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.</p> <p>Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>
36	<p>Breach of contract, Remedies and Termination</p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
37	<p>Option clause:</p> <p>The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</p>

Note:

1.0 Tender Specific conditions shall override relevant provisions of this GTC

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

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 _____

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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


 अरुण कुमार हरिप्रिया / Arun Kumar Haripriya
 अपर महाप्रबंधक / Addl. General Manager
 एन. टी. एक्स विभाग / M.M-Thermal
 बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers/Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

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

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- 8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

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- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.

21.01.26
 For & On behalf of the Principal
 (Office Seal)

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

Place Bhopal
 Date 21.01.26

Witness: [Signature]
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

अरुण कुमार हरिप्रिया / Arun Kumar Haripriya
 अपर महाप्रबंधक / Addl. General Manager
 एम. टी. एक्स विभाग / MM-Thermal
 बी.एच.ई.एल., भोपाल / B.H.E.L., BHOPAL

Clause on IP in the tender

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.

SI	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

- (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) department's officials whose contact details are provided below:

Details of contact person(s):

(1)
 Name: Rashmi Pratima Kujur
 Deptt: MTX
 Address: BHEL - Bhopal
 Phone: (Landline/ Mobile)
0755 - 250 - 2401
 Email: rashminz@bhel.in
 Fax: _____

(2)
 Name: Shri. Ajay Kumar
 Deptt: MTX
 Address: BHEL - Bhopal
 Phone: (Landline/ Mobile)
0755 - 250 - 3207
 Email: ajay-singh@bhel.in
 Fax: _____