

BHARAT HEAVY ELECTRICALS LIMITED
HPEP-HYDERABAD



ENQUIRY FOR FABRICATION RATE
CONTRACT 2024-25

Enquiry No: HY/CMM/ FRC2425

Dt: 17.12.2024

Due Date: 26.12.2024



BHARAT HEAVY ELECTRICALS LIMITED
HPEP-HYDERABAD
COMMON MATERIAL MANAGEMENT
FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25

FRAMEWORK AGREEMENT FOR FABRICATION OF VARIOUS COMPONENTS WITH MATERIAL ISSUED BY BHEL

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INTRODUCTION:

BHEL HPEP Hyderabad invites Subcontractors for entering into Framework agreement (FA) for fabrication / assembly of various components and miscellaneous items out of Materials / Components supplied by BHEL as per BHEL Engineering Drawings, Quality Work Instructions and Technical Specification.

SECTION I

TECHNO-COMMERCIAL TERMS & CONDITIONS

1.0 SCOPE OF WORK:

This Enquiry is for entering into framework agreement for fabrication / assembly of semi-finished miscellaneous items with materials / components supplied by BHEL as free issue material as per BHEL Engineering drawings, Quality documents and Technical specifications. BHEL reserves the right to put raw materials under sub contractor scope.

The Sub-contractors are responsible for all the fabrication & finishing works including stress relieving, grit blasting, painting etc as mentioned in the Drawings, QP/QWI, & Purchase Order (PO), till completion and handing over of the finished products to BHEL stores/Site. The rates for the items/operations is inclusive of all pre-fabrication machining operations and fabrication charges, all consumables, handling charges, trial assembly, surface preparation, testing and dispatch of finished jobs to BHEL (HPEP) stores. The charges for stress relieving, grit blasting, painting and major quality test such as X RAY, UT, MPT will be paid extra as per the rates finalized in present FA.

2.0 VALIDITY:

- 2.1 Framework agreement is valid for a period of 12 months from the date of contract finalization.
- 2.2 However, BHEL reserves the right to extend the framework agreement for another 12 months with the same terms and conditions with mutual consent of BHEL and vendor
- 2.3 The rates shall be FIRM and not subject to any variation/ escalation on any account during the validity of this Contract period. No-Price-Variation/No-Price-Increase shall be entertained for any reason during the tenure of the contract.
- 2.4 Quotation should be kept valid for 90 days from the date of technical bid opening for finalization of framework agreement.

3.0 SUBMISSION OF OFFERS

Offers to be submitted in two part bid.

- 3.1 a) Part A- Enquiry, Techno commercial Bid, Annexures given thereof (I to VII).
- b) Part B - Price Bid as per format to be filled up and submitted.

Part A and Part B to be kept in separate sealed covers, Part A/Part B cover to be SUPER SCRIBED on the envelopes along with enquiry number, due date and vendor code. These two covers are to be kept in another cover and send the same on which the enquiry number along with due date should be mentioned clearly.



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3.2 Quotations should reach us by 11.00 AM hours on the tender due date. Any Offer received after 11.00 AM hours (due date) will be treated as late offer and is liable to be rejected. Tenders will be opened at 13.30 hours on the due date of opening in the presence of the tenderers present. Tender should be addressed to Sr DGM / (CMM-PP&CC), Vendor Complex, BHEL, Ramchandrapuram, Hyderabad –502 032. Bids can be submitted in the tender box located at VENDOR COMPLEX of BHEL Hyderabad or can be send by posted mail.

On Tender due date Part-A (Techno commercial bid) of the offer will be opened. After scrutiny of Part- A, Price Bids of only techno-commercially qualified (Part-B), will only be opened. These tenderers will be informed separately regarding price bid opening date and time. Suppliers should be prepared to attend tender opening at short notice.

3.3 Bidders can also submit offer through email. The offer to be submitted in two parts. Technical offer to be submitted to technicalbid_hyd@bhel.in and price bid to be submitted to pricebid_hyd@bhel.in. Interchanging the information in the emails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on other e-mail ID .BHEL is no way responsible for non-receipt of offers sent through email due to server breakdown/internet failure/transmission error etc.

In case of e-mail offers the mail subject should contain enquiry no, due date and suppliers name . supplier address including contact details shall be mentioned in the content of the mail. Without these details offer may be liable for rejection.

3.4 BHEL reserves the right to accept or reject any or all the tenders, either in full or part thereof, at its discretion without assigning any reason thereof and without informing the tenderers.

3.5 Conditional offers if any submitted by the firms will not be acceptable.

3.6 Subcontractors should furnish clarifications if any required within five days after the same is sought by BHEL. If clarifications / reply are not received within 5 days it will construed that the tenderer is not interested in the tender and ordering will be finalized accordingly.

3.7 Price bid (PART- B) should be furnished in the specified format only. Quotation with any deviation in price bid will not be entertained.

3.8 No revision of prices will be entertained after the tender is opened.

3.9 Incase discrepancy in the quoted rates in figures and words arises, Rates quoted in words shall be considered.

3.10 No correspondence shall be entertained from the Bidders after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

3.11 BHEL may negotiate the prices with L1 bidder after price bid opening.



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4.0 ITEM GROUP AND RATE SCHEDULES:

4.1 For list of items and operations covered under this FA, refer Section-II and Section-III. An Item group may have multiple Rate Schedules (RSs). Details regarding RSs, representative drawings for the RSs shall be provided along with NIT.

4.2 A rate schedule relates to a group of drawings / PGMA's consisting of similar nature and content of work. The fabrication rates to be quoted shall be based on the description of work content and typical /representative drawings indicated against each RS given.

4.3 Purchase Order (PO) shall be placed on subcontractors by way of Rate Schedule (RS) identified for each product group.

4.4 During actual PO release, there could be marginal variations in the nature of work content and the quantum of work within the same rate schedule.

4.5 Operations if any carried out as per drawings / QP / PO requirement shall qualify for extra payment, as per rates finalized in present framework agreement. Any other work not covered under extra item /operation list, but incidental to the completion of fabrication of job till handing over to BHEL, shall be deemed to be part of the main fabrication rates.

5.0 RATES:

The Subcontractors shall consider the terms & conditions as given in this Framework agreement and quote the Rate for each RS. The quoted rates shall be on Firm basis. The quoted / finalized rates shall be Firm till validity of the contract or execution of the supplies, whichever is later. Conditional Offers shall be rejected. The rates to be quoted for Rate Schedules shall be inclusive of all pre fabrication machining operations and fabrication charges, all consumables, handling charges, trial assembly, Surface preparation, testing as per Drawing / QP / PO and dispatch of finished jobs to BHEL (HPEP) stores.. Movement of free issue material/intermediate operation material from BHEL stores to vendor works is in the scope of BHEL . The delivery of the sub-contracted finished goods/intermediate operations items such as Nitriding, carburizing etc to BHEL stores is in vendor's scope of supply.

Quoted price shall include:

5.1 All consumables for welding as stipulated in the drawings/QWIs/welding procedures & any indirect materials required for fabrication.

5.2 Stenciling/punching of finished products for identification as per Clause 7.0.

5.3 All Pre Fabrication Machining Operations.

5.4 LPI wherever called for in the Drawings /QWIs / PO.



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5.5 Trial Assembly as called for in the Drawings /QWIs / PO or by the Inspecting Authorities, & it shall be indicated in the IR.

5.6 Return of any balance material to applicable Stores/BHEL/HPEP immediately after cutting plan approval.

5.7 Rectification of raw materials such as straightening etc., if any, as applicable.

5.8 EVALUATION OF QUOTED PRICE:

Bidder quoting the lowest evaluated rate per unit of measurement for a RS shall be declared as L1 Bidder and the rate quoted shall be declared as L1 rate for that particular RS. Evaluation shall be done on Total cost to BHEL for that particular RS.

In case of tie in the lowest bidder, revised reduced price offer in sealed cover will be obtained from tied L1 subcontractors to break the tie. In case of mismatch in quoted price as given in figures and words, the price mentioned in words shall be taken as the final quoted price for evaluation purpose.

- Revised price shall be either less than or equal to original quoted price.
- In case tied L1 bidder do not submit revised offer for tie breaking then original quoted rate shall be considered for further evaluation.
- In case tied L1 bidder submits increased price in revised offer for tie breaking then original quoted rate shall be considered for further evaluation.

If tie still persists, lot system will be followed to arrive at L1 bidder. Bid with the next highest evaluated cost shall be ranked L2, and the next be L3, and so on.

BHEL reserves right to re-float or short close the RSs or cancel the tender if L1 rates are not acceptable or due to any other reasons.

5.9 COUNTER OFFERING, DISTRIBUTION OF LOAD :

The finalized rates for RS falling under items category (Section II) this framework agreement shall be distributed to the vendors as per the below cases upon acceptance of counter offered L1 Rate.

Vendors are ranked as L1, L2, L3 ,L4 etc as per the quoted rates against each item and total quantity is distributed to as per the below cases.

Load distribution shall be limited to Max no of vendor (M) indicated against each RS

Case (i): If no. of techno-commercially qualified vendors (N) is less than or equal to 2 for a particular RS, then load shall be distributed to all vendors .

Case (ii): If no. of techno-commercially qualified vendors (N) is greater than 2 for a particular RS / ~~Item~~ then , Minimum of M ranking vendors or N-1 (technically qualified vendors) shall be considered for load distribution/counter offer. (Pl refer to Section II for M). (Z)

Even those techno-commercially qualified subcontractors who have offered the same rate as the last subcontractor who was not considered for load distribution on the ground stated above will not be considered.

Load Distribution: For L1 vendor load offered is: $((X/Z) + 0.1X)$,

For other than L1 vendors, remaining value is equally distributed; where X = Total estimated value for



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particular RS and M= Max no of vendors considered for distribution for that RS , Z= total no of vendors for that RS after elimination.

- There is no load distribution for the RS falling under Operations Category (Section III),
- However vendors on which orders are placed shall be paid for operations as per the L1 rate against each operation.
- Tentative quantity likely to be ordered against each Items and operations is as per Section-II & III.
- Tender quantity may increase / decrease during the framework agreement period. BHEL does not guarantee any minimum load for any vendor.
- Once the L1 rates for the RS/Item group & Operations are finalized by BHEL, then the L1 rate shall be counter offered to the other techno-commercially qualified vendors for the quoted rate schedules for their acceptance.
- Based on the acceptance of vendors for the RS , framework agreement will be entered with the vendor for the accepted rates only.
- In case of multiple L1 vendors for a particular workplace, tie breaking procedure shall be adopted as per the section 5.8. For operations there is no tie break up.
- If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, BHEL may load full quantity on L1 vendor. In case L1 vendor fails to execute the order, BHEL may get the job done through other means and breach of contract, remedies and termination clause will be applicable which is elaborated in clause 19.0 .
- In case any vendor approved for the proposed framework agreement fails to accept/execute the order, BHEL may get the job done through other sources and breach of contract, remedies and termination clause will be applicable which is elaborated in clause 19.0 .BHEL may also suspend business dealings with such vendors as per BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors.

5.10 HEAT TREATMENT(HT), RADIOGRAPHIC TESTING(RT), ULTRASONIC TESTING(UT) AND STRESS RELIEVING(SR):

- Charges for UT/RT/HT and SR shall be paid as per the finalized rates in the present framework agreement. Transportation if any for such works is in the scope of main subcontractor.
- Heat treatment charges shall be admitted to the wt. of the job in the case of Furnace Heat Treatment in for each process of HT namely Stress Relieving (SR), Normalizing, Annealing and Tempering as called for in the drawings/QWI/PO/QCP etc. Rate/Kg for each cycle is applicable. Subcontractor shall submit request for full load certification for HT, if applicable, for consideration and approval by BHEL.

Extra rate for Furnace Heat treatment, local stress relieving, solution annealing, etc. arising on account of raw material being issued by BHEL, is applicable as per respective operation rates.

5.11 BLAST CLEANING /Grit Blasting

- Charges for blast cleaning (if applicable) shall be paid as per the finalized rates in the present framework agreement. Subcontractors need not include this component in their price quotation.



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- Blast Cleaning and all the stages of painting (primer, intermediate & finish coats) shall be carried out by single approved source for Blasting & Painting as per standard SIP: PP:22 latest revision or applicable painting scheme given by BHEL.
- The Subcontractor has to offer the Blast cleaned & painted materials for inspection, meeting all technical requirements. The surface preparation for Blast cleaning and painting shall be in accordance with latest BHEL Quality Work Instructions and Painting Scheme, any other specific requirements stipulated by BHEL/ Customer.

5.12 PAINTING

- All painting works shall be part of main fabricators responsibility. Charges for Painting (if applicable) shall be paid as per the finalized rates in the present framework agreement
- The semi-finished fabrications shall be cleaned by power operated wire brush and painted with primers as per QP/ QWIs/ CIS, purchased from BHEL approved paint manufacturer's list.
- For all painting over and above the Primer painting whenever required, the finish paint as per applicable QWIs/CIS shall be applied.
- Sub-contractor code number alone shall be punched using ½ inch letter punch and bordered suitably for easy identification. All the identification marks shall be coated with an overcoat of transparent varnish to protect against weather.
- Application of one coat of the specified primer painting is to be done immediately after Blast cleaning as per the stipulated dry film thickness (DFT) normally varies from 35 microns to 100 microns.
- Machined surfaces and Retainers shall be applied with rust preventive oil in place of red oxide.
- The Ultrasonic Testing, Radiographic Testing, Heat Treatment and Stress Relieving as called for in the Drg/QWI/PO shall be paid as per the finalized rates in the present framework agreement . In case of mixing of material, BHEL holds the full rights to reject the job and recovery shall be processed for full material value from the subcontractor along with our departmental charges/Administrative charges as per BHEL norms.

6.0 TRANSPORTATION CHARGES:

Sending of free issue material from BHEL (HPEP) stores to subcontractor works is in the scope of BHEL. The delivery of the sub-contracted goods to BHEL stores is the responsibility of the subcontractor. Subcontractor to include delivery charges (Delivery of finished components to BHEL) for subcontracted items (including scrap and off cuts if any deliverable under the contract) in their quoted rates.

7.0 ORDERING / LOADING OF FABRICATION JOBS:

7.1 Purchase orders shall be placed on the eligible subcontractors after contract finalization.

Any clarification in the PO documents w.r.to weight of PO line item, shall be reported to the concerned person in subcontract within 7 days from the date of release of PO. Request for any type of PO amendment shall not be considered after clearance of Goods Receipt (GR).

7.2 The Subcontractor shall undertake all jobs awarded to them and execute them to as per Contract terms. Failure to comply with this requirement shall be dealt in line with latest revision of BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors.



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7.3 In case it is found later at any stage after placement of P.O. on a Subcontractor that facilities required for the job are not available in working condition at Subcontractor's works, BHEL has the right to withdraw the order without compensation of any kind of loss to Subcontractor due to such withdrawal of orders. Action on default subcontractors shall be taken by BHEL as per BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors. Initial allotted load as per distribution to the vendor will be reduced to that extent. The load so reduced will be redistributed to other vendor(s) based on recommendations of the empowered Committee.

7.4 ORDER EXECUTION:

- BHEL shall have the right to cancel any order either wholly or in part, in case, it is obliged to do so on account of any declines, diminution, curtailments or stoppage of BHEL's business.
- Subcontractors are not permitted to use BHEL drawings for other than BHEL's requirements and shall execute a confidentiality agreement to this effect before commencement of ordering takes place.
- After manufacture of items, the subcontractors shall return all the drawings & process sheets issued for the purpose of manufacture along with delivery of materials.
- Subcontractor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form. Subcontractor should execute any deed or agreements, framed by BHEL for the safety of the issued materials, while such property is in the possession or under the control of the subcontractor or any other person connected with him.
- The Subcontractor shall produce the materials / records of the free issue items supplied by BHEL, Hyderabad in the form of raw materials, semi-finished components to BHEL officials visiting Subcontractor unit for verification purposes. If the Subcontractor fails to produce or properly account the materials so issued, BHEL, Hyderabad will have the right to take further action as deemed fit - including recovery of the value of the materials along with the respective administration charges and statutory levies from the running bills of the Subcontractors/ temporary suspension of load/ termination of contract / Debarment.
- All the materials of BHEL, Hyderabad under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the subcontractor's assets in any of statements of the subcontractor to any party.
- Movement of items issued by BHEL to any other place other than the subcontractor's works is prohibited. Further subcontracting of work without prior written permission of BHEL is also not allowed. All such violations may attract cancellation of orders and recovery of full material costs.
- Subcontractors refusing to take order as per framework agreement more than TWO times will not be considered/ suspended for ordering for 60 days or liable to be excluded from the framework agreement.

Vendor is requested to give acceptance immediately on receipt of communication/ e-mail. No reply/ response from a vendor to accept the load within 48 hours will be treated as refusal by the vendor and the initial allotted load as per distribution to the vendor will be reduced to that extent. The load so reduced will be redistributed to other vendor(s) based on recommendations of the empowered Committee of respective Products.



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- It shall be the responsibility of subcontractors to check the raw materials received both for quality & quantity as mentioned in the order/SMIV/PPMIV before issuing or receipt of the material.
- Subcontractors shall ensure transfer of materials identity and traceability at all stages and also maintain proper record.
- The manufacturing shall be made strictly according to BHEL drawings, documents; quality plans by using qualified people. Any ambiguities, differences to be settled prior to commencement of work.
- After placing PO, in case vendor fails to execute the order due to any reasons, it is vendor's obligation to return the raw material to BHEL failing which action shall be initiated on the vendor or BHEL will bring back material as per transport contract and the amount will be taken/deducted from available bills of vendor. Initial allotted load as per distribution to the vendor will be reduced to that extent. The load so reduced will be redistributed to other vendor(s) based on recommendations of the empowered Committee.
- If it is found by Sub Contracting officer immediately after due delivery date, that no work has been initiated by vendor on the issued raw material, the vendor shall return the raw material to BHEL as advised by empowered committee. Upon receipt of the material at BHEL, the initial allotted load as per distribution to the vendor will be reduced to that extent. The load so reduced will be redistributed to other vendor(s) in order of tender priority based on recommendations of the empowered Committee.
- During execution of job , operations of Machining Rate Contract , if warranted , will be paid extra as per Valid Machining Rate Contract during that period .

7.5 BHEL reserves the right to put raw materials under sub contractor scope due to project requirements and exigencies . Following methodology shall be followed for placements of orders where raw materials are under sub contractor scope

Drawings/DCA (Drawing change advise), subcontract order and its amendments will be issued by BHEL.

Material shall be under vendors' scope.

Material cost for each material will be paid by BHEL as per the below formula:

Material Cost = Net weight of material as per BOM X Raw material Rate X Multiplying factor (1.25)

Raw material rate shall be as per the rates published quarterly by BHEL .

Original identification stampings are to be provided for material attestation.

Materials will be identified by BHEL QC prior to start of work /process.

Materials conforming to relevant specifications only to be used by sub-contractors.



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Material test certificates in original to be produced. Alternatively, if original TCs are not available, materials to be tested for chemical, mechanical and metallographic test at Subcontractors' cost to meet BHEL specification at BHEL approved labs under BHEL QC inspection witness and the test certificates issued by such agencies shall be submitted.

7.6 DELIVERY TERMS:

F-O-R Stores/BHEL where destination is BHEL- Hyderabad ~~or Direct to BHEL sites.~~

- In general, delivery period for each PO shall be 60 days from PO Date/Last material clearance date including further materials, whichever is later. However actual delivery shall be fixed by BHEL for each PO on project requirement and product lead time.
- The delivery period includes time involved in material collection, cutting plan approval, collection of further materials if any and handing over of the finished goods to BHEL- Shipping. Fabricated items shall be door delivered at Shipping/Stores inside the factory, BHEL, Hyderabad.
- The finished fabrications on acceptance by BHEL/ Hyderabad Officials or by their authorized inspection agency shall be delivered to BHEL/ Hyderabad shipping/Stores or to BHEL Sites / CUSTOMER as the case may be, immediately within 7 days.

8.0 RAW MATERIAL ISSUE AND ACCOUNTAL:

8.1 The material supplied by BHEL shall be properly utilized as per the drawings / quality plans in order to meet the requirements of the ordered product. The subcontractor shall ensure completion of purchase orders in all respects including Material Accounting within PO Delivery terms and in any case within 240 days from the date of issue of the materials from BHEL / Hyderabad .

8.2 The weights of process sheet will be the basis for accounting of raw materials issued and billing for conversion charges. Raw materials will normally be issued with a process allowance as given below. The quantity of scrap shall be gross weight minus net weight minus invisible losses if any as per the drawing / technological documents.

Description	Invisible wastage	Working allowance	Total process allowance
Sheets	2%	1%	3%
Plates	2%	2%	4%
Structural's(Beams, Channel, Angles, Flats Rods, Pipes, Tubes, Packing etc.,	1%	nil	1%

Cutting plan should be submitted wherever required and obtain approvals from BHEL (HPEP).



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8.3 Scrap & offcut Norms:

Scrap and Off-cut materials are categorized based on the material size after utilization of prime material (i.e. material issued by BHEL) for fabrication job. The size details for designating a material as scrap or off-cut is as given below:

Sl. No	Description	Scrap Size (in mm)	Offcut (in mm)
01	CS/AS Sheets & Plates	Below 500 x 250	500 x 250 & above
02	Rolled sections, Rod, angles etc(other than tubes, pipes)	Below 1000	1000 & above
03	Tubes and pipes	Below 500	500 & above
04	Universal Column	Below 1000	1000 & above
05	SS Sheets & Plates	Below 500 x 250	500 x 250 & above
06	SS Structural, Rods, Tubes, Pipes	Below 250	250 & above
07	Non – ferrous: sheet & plate, rods & tubes	Below 500 x 250 (S & PL), Below 250 (Rods & Tubes)	500 x 250 & above, 250 & above
08	Big size Scrap applicable only for CS & AS (sheets & Plates	(2500 & above) x (150 to 249)	-

8.4 All balance materials (off cut) are to be returned to Stores / BHEL, HPEP Hyderabad at Subcontractor's cost.

8.5 All scraps including that of Stainless Steel shall not be returned to BHEL.

8.6 Recovery of the cost of the scrap along with GST and other statutory levies, if any, shall be made from the fabricator.

9.0 SCRAP RECOVERY RATES ON FREE ISSUE MATERIALS:

- All scraps (Ferrous, Non-ferrous, SS, CS/AS, WSTE etc.,) including turnings and borings need not be returned to BHEL (HPEP). Sub-contractors can dispose the above scrap, on completion of Final-Material-Accounting for the respective shipment. Necessary cost shall be recovered along with GST, and any other statutory levies as applicable as per BHEL norms
- Returning of Off-cuts/Prime-material to BHEL Stores is mandatory. In case where those materials are not returned, cost shall be recovered along with all applicable statutory levies such as, Taxes etc. along with our departmental charges/Administrative charges as per BHEL norms.
- Scrap rate as on date of Material receipt at BHEL (C note) will be considered for recovery.
- Due to exigencies, if BHEL issues more materials in excess of minimum requirement for completion of job. Such excess materials have to be returned along with finished products without fail .
- In case of outright rejection of processed material, no conversion charges will be paid and in addition, the cost of raw material along with GST shall be recovered at BHEL recovery rates.
- Wherever availability of material becomes critical for certain work orders, BHEL will either takeback or transfer the balance material available with the subcontractor from one subcontractor to other. For



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this necessary credit will be given during material accounting. All such material transfers to be honored immediately.

- The subcontractor shall furnish a monthly report (status at the end of every calendar month) regarding the availability of free issue material available at their end to the ordering authority.
- Subcontractor is responsible for prompt material accountal and repeated occurrence of inordinate delay in settling the material accountal will entail BHEL the right to terminate the contract forthwith or to impose a temporary suspension on further loading at the discretion of BHEL.

10.0 Recovery on Prime/Off-cut Material:

Failure to return the material (prime/off-cut) will entail recovery of the value of the materials along with departmental/administrative charges fixed from time to time. Currently the departmental/administrative charges are 5% for indigenous materials and 10% for imported materials on the value. In addition, statutory taxes, duties & levies as applicable will also be recovered and no claim for refund will be admitted by BHEL/Hyderabad. Besides penal interest @ prevailing RBI Repo Rate plus 4% per annum will be levied on the material value, for the period starting from date of issue of material. Wherever the issued materials are not returned to BHEL, even after expiry of 240 days from the date of full issue of materials and the reasons are not attributable to BHEL, recovery action will be taken as per the above clause

- Wherever attested materials are issued, the balance materials are to be returned in the attested condition only.
- The Subcontractor should properly utilize materials issued by BHEL/HPEP Hyderabad as per the drawings/QWIs/PO in order to meet design and quality requirements of the product.

10.1 Custody of materials issued by BHEL to Subcontractor:

- The raw material issued to the Subcontractor in connection with the fabrication contract shall remain the property of BHEL, HPEP Hyderabad. The Subcontractor shall use the above materials only for the execution of BHEL's POs for which the materials have been issued, and for no other purpose whatsoever. The Subcontractor shall be responsible for the full value thereof to be assessed by BHEL, HPEP Hyderabad whose decision shall be binding on the Subcontractor.
- The Subcontractor shall be liable for the loss or damage to such property from whatever the cause may be while such property is in the possession or under the control of the Subcontractor, their employees, workmen or agents or any other person connected with the Subcontractor. All the materials of BHEL, HPEP Hyderabad shall under no circumstance be sold/hypothecated to any bank or to any lending institution or to any party whomsoever. Such materials should not be shown as the Subcontractor's assets in any of the statements of the Subcontractor to any party.
- The Subcontractor shall produce the materials supplied by BHEL, HPEP Hyderabad in the form of raw material, semi-finished components to BHEL officials visiting the Subcontractor's unit for verification purposes.



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- Inventory statement has to be submitted every month by the Subcontractor for the materials issued. If the Subcontractor fails to produce or properly account the materials so issued, BHEL, HPEP Hyderabad shall have the right to take further action as deemed fit including recovery of the value of the materials along with the respective administrative charges and statutory levies from the running bills of the Subcontractor and/or temporary suspension of load and/or termination of contract and/or de-listing.
- Wherever availability of material becomes critical for certain work orders, BHEL, , HPEP Hyderabad shall transfer the balance material available with the Subcontractor including the scrap sizes from one Subcontractor to the other. For this, necessary credit shall be given during material accounting. The material transfer emanating from BHEL, HPEP Hyderabad is to be honored immediately or otherwise, recovery shall be made at the prime material cost. Any difficulty for effecting such transfer shall be brought to the knowledge of BHEL officials immediately.

11.0 IDENTIFICATION OF FINISHED GOODS:

The Project name, Customer / Sale Order number, quantity, DU number, weight, Subcontractor's BHEL assigned SAP code number shall be legibly stenciled for identification and dispatch as may be advised. Subcontractor SAP code number alone shall be punched using letter punch and bordered suitably for identification. Machined surfaces shall be protected with rust preventive oil, and threaded portions shall be protected with suitable packing.

12.0 TECHNICAL REQUIREMENTS:

- The fabrications shall strictly conform to dimensions and tolerances indicated in the drawings. Care must be taken to strictly adhere to the 'NOTE' given in the drawings. Subcontractor must ensure that correct dimensions and deviations, if any, are recorded properly in the PIR reports, and the same shall be made available to BHEL officials or their authorized agencies.
- Welding electrodes shall be sourced only from the approved sources of BHEL as per SECTION – VII
- Normal packing shall be made by the Subcontractor to avoid any transit damages. The quoted rate shall be inclusive of this packing.
- Any other work carried out other than the requirements of drawings/QWIs shall have the prior written approval of BHEL, , HPEP Hyderabad.
- Adequate facilities like welding equipment's, baking oven, handling facilities and measuring instruments duly calibrated as called for by BHEL must be available with the Subcontractor for the manufacture/fabrication of various components. All the above basic fabrication equipment must be in working condition, and the same shall be made available for verification by BHEL officials or authorized agents of BHEL.
- WPS / PQR/ WQR shall be readily available before start of welding.
- Mechanical, Metallographic etc reports of any sample shall be from NABL accredited Labs.



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12.1 GAUGES:

- The instruments/gauges are to be calibrated periodically as follows:

S.No	Type	Periodicity
01	Measuring instruments/gauges	One Year
02	Limit gauges (E.g. Plug/ring)	One Year
03	Temperature, pressure gauges	6 Months
04	Measuring steel tapes	Once

The calibration status shall be displayed at the Subcontractors works in a conspicuous location. Calibration can be performed at either BHEL or at any NABL/Govt. approved labs, traceable to national standards.

- RECOVERY FOR DAMAGED GAUGES:**

In case the Subcontractor has damaged or lost the gauges issued to them by BHEL, recovery shall be made for twice the cost of the respective item(s) from the Subcontractor's bill or Bank Guarantee. The Subcontractor shall hand over the damaged gauge to BHEL.

- For various rates schedules, manufacturing, handling and testing facilities' requirement as specified by BHEL from time to time shall be available with the Subcontractor.

13.0 INSPECTION:

- Inspection of fabrications shall be by BHEL Quality Control Department and/or by BHEL's customers and/or by an agency or person(s) authorized by BHEL at the Subcontractor's works. All facilities and equipments, calibrated instruments and standard gauges required for inspection shall be provided by the Subcontractor at their own cost.

- BHEL representatives/authorized agents shall have free access to the Subcontractor's works at any time during the execution of the orders as well as for verification of requisite documents/materials.
- The semi-finished components shall be deemed as accepted and ready for delivery only after IR is raised by the Inspector/agency.
- Cost incurred by the Subcontractor for specimen preparation of production test coupon carried out at authorized agency as requested by BHEL, HPEP shall not be reimbursed by BHEL.
- The quality of paints used by Subcontractor shall be checked by BHEL, HPEP at regular intervals. Samples shall be collected from Subcontractor works and tested at BHEL to ensure quality as per relevant standards/documents. In case discrepancies with respect to BHEL's specification are noted, the job may be rejected, and appropriate action against the Subcontractor shall be initiated as per latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/Contractors.
- The semi finished as well as finished components are deemed to have been accepted as ready for delivery only after PIR is raised by Inspection Agency .



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- Quality documents such as dimension report, material TC, etc., against the PO placed shall be sent along dispatches.

14.0 PAYMENT:

14.1 BILLS & PAYMENT:

Invoice shall be raised for the net weight only as per Sub Contract Order .

- a. Micro & Small Enterprises (MSEs) – payment will be made within 45 days
- b. Medium Enterprises - payment will be made within 60 days
- c. Non MSME Bidders - payment will be made within 90 Days

Note

A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material.

B. MSMEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL

C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less.

D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.

Any payments due to sub contractor shall not carry any interest .

14.2. Payment shall be subject to the deduction of any amount for which the subcontractor is liable under this contract, or any contract in respect of which Bharat Heavy Electricals Limited, Hyderabad is the contractee.

14.3 Payment net off GST will be made for all the items along with material accountal and acceptance. GST will be reimbursed subject to filing of returns and payment of GST to Government by the subcontractor

BHEL HPEP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines .

15.0 PROGRESS REPORT:

The Subcontractor shall furnish progress report(s) from time to time, and also interact with BHEL officials regarding the progress of the work as may be required by BHEL, HPEP, HYDERABAD. The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, HPEP, HYDERABAD under the contract merely by reason of the fact that they have not taken notice of or not objected to any information contained in such reports. Action as deemed fit shall be taken if the progress of work is not satisfactory. The Subcontractor shall furnish monthly report (status at the end of every calendar month) regarding the



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availability of materials at their end. In the event of non-submission of monthly report, suitable action deemed fit shall be taken against such failing Subcontractor.

16.0 BANK GUARANTEE (BG) /FDR

16.1 Bank guarantee/FDR/any other financial instrument as specified by BHEL is required as per following conditions

- a. BG/ FDR/any other financial instrument of Rs 50000 shall be submitted within 15 days of framework agreement.
- b. For free issue Material valuing upto Rs.1,00,000 per SCO, No BG/any other financial instrument is required.
- c. BG/ FDR/any other financial instrument during the validity of the contract should be either Rs 50000 or 10% of cumulative Material Value of Open SCO (Purchase orders of current framework agreement to be considered where free issue material value is more than Rs 1,00,000) , whichever is higher.
- d. BG shall be valid for a period of 6 months from the expiry of framework agreement.

16.2 Vendor is requested to provide the Bank Guarantee/FDR/any other financial instrument as specified by BHEL within 07 working days of intimation. Non-submission of BG/ any other financial instrument as specified by BHEL within 07 working days of intimation may be treated as refusal by the vendor and the initial allotted load as per distribution to the vendor may be reduced to that extent. The load so reduced may be redistributed to other vendor(s) based on recommendations of the empowered Committee of respective Products.

16.3 The Sub-contractor shall furnish a duly physically signed or certified online monthly inventory report at the end of every month regarding the availability of free issue materials at their end as required by subcontract Department, BHEL Hyderabad.

16.4 Further, subcontractors may take note that, if the finished components/DU's are not returned even after expiry of 6 months from the date of issue of complete material, all pending bills of subcontractor will be kept under hold untill the finished components/materials are returned.

16.5 If no matching material was issued by BHEL for six months from first issue of material in a PO, then the materials issued thus far for the respective PO should be returned back based on advice from BHEL. Subcontractors' failure to comply with BHEL's advice on returning the material, shall lead to Total Payment Block being imposed on the subcontractor at vendor code level on completion of six months from first issue of material.

16.6 Subcontractor may note that the above clause is with respect to return of materials to BHEL in case no matching material was issued to subcontractor for six months from the date of first issue of materials. Further, committee comprising of Sub contract and QC will visit the works of the subcontractor to assess the status of the material. If no works have been carried out on the material, BHEL may advise the subcontractor to return the material based on the suggestion of the committee. If the subcontractor has started the fabrication and the material is not in its original form to return to any store as Raw Material, BHEL may not advise the sub-contractor to return the material and would try to match the material at the earliest so that the job can be completed. In such case where the sub-contractor is not at fault for not completing the job, the payment block imposed on this account on the subcontractor shall be reversed.



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- 16.7 After completion of purchase order and submission of last bill, the Subcontractor can request BHEL for return of BG and the same shall be considered by BHEL.
- 16.8 The bank guarantee should cover the recoveries to be made by BHEL towards material / faulty workmanship etc. for which proper accountal is not made within the stipulated time. If the recovery amount is more than the pending bills, the difference amount should be settled immediately by submitting Demand Draft(s) in favor of BHEL.
- 16.9 Necessary Bank Guarantee (BG) / Fixed Deposit Receipt (FDR) should be furnished and renewed in time.

17.0 GUARANTEE FOR THE FINISHED GOODS

The Subcontractor shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work within a period of eighteen months from the date of dispatch, the Subcontractor shall do the necessary repair/rework or replace the defective items free of cost. Alternatively, the rework/replacement charges shall be recovered.

18.0 LIQUIDATED DAMAGES (LD) / PENALTY:

- 18.1. If the sub-contractor delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7 days) or part thereof on delayed portion of the order value subject to a maximum of 10% of such value of delayed supplies.
- 18.2. If the subcontractor fails to supply the subcontracted jobs within the delivery period, or the progress of the work is not found to be satisfactory BHEL shall be forced to cancel the order - in part or in full and divert it to alternate subcontractor as per Breach of Contract Clause 16 at the cost and risk of the subcontractor.
- 18.3 The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in price.
- 18.4 Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.
- 18.5. In case of delayed delivery with ref. to taxes & duties applicable on the date of actual dispatch or on the date of scheduled dispatch, the lower of the rates will be considered for reimbursement

19.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in any of the following manners:

- (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.



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(ii) Pending / Available bills of the vendor, any amount available with BHEL HPEP or any other units of BHEL.

(iii) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.

Important Notes: (1) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

20.0 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP

If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Subcontractor shall on demand, in writing from BHEL specifying the work, materials/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work, so specified in whole or in part as the case may require, at their own cost. In the event of the Subcontractor's failure to do so within reasonable period, BHEL shall rectify or remove and re-execute the work at the risk and expense of the default Subcontractor.

21.0 COMPENSATION AGAINST DAMAGE OF PLANT, MACHINERY/TOOLS

21.1 BHEL reserves the right to claim adequate compensation from the Subcontractor on account of any damage caused to the plant and equipment/tools handed over to them for execution of work, due to careless handling or negligence on the part of the fabricator. The total cost of recovery shall be decided by BHEL.

21.2 BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract.

21.3 BHEL shall also have the authority to reject all the work which do not conform to the specification. BHEL reserves the right to suspend the work or part thereof at any time, and no claim whatsoever on this account shall be entertained. In case of any dispute, the Subcontractor may appeal to BHEL whose decision shall be final and binding.

22.0 SUBLETTING

22.1 The Subcontractor shall not sublet or assign this work or any part thereof to any other Supplier(s) without the written permission of BHEL. However, if the PO / PGMA loading demands part processing / special process (like Heat treatment, machining, bending, shearing, threading, etc.) for few items at other source(s)/work(s) approved by BHEL, the same may be allowed, with the prior permission of BHEL in writing.

22.2 In the event of the Subcontractor subletting or assigning this work or any part thereof without such permission, BHEL shall be entitled to cancel the PO and also action shall be taken as per extant guidelines

23.0 GENERAL CONDITIONS:

23.1. Action against defaulting subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link:

<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>



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

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

23.4. All the documents of BHEL (inclusive of Drawings, BOM and Standards) made available to the fabricator should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents shall be returned to us on demand after completion. This secrecy clause is binding on the employees of the fabricators also. Action against defaulting subcontractors shall be taken in accordance with BHEL latest Guidelines for Suspension of Business dealings with suppliers/ contractors.

Refer link <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

23.5. In case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that sub-contractor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the sub-contractor at any stage and the Bank Guarantee will be forfeited. Action against such subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf

23.6. All the statutory obligations such as ESI, PF, Labour Acts, Factories Act, etc., will have to be taken care of by the Subcontractor. BHEL, HPEP, HYDERABAD will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned statutory authorities for recovery of any of their dues on BHEL, the same would be paid without notice to the Subcontractor and recovered the respective Subcontractor by suitable means as decided by BHEL.

23.7. The jurisdiction for any arbitration/settlement of contractual/legal issues between Contractee (BHEL) and Contractor (Subcontractor), shall only be at the court of Hyderabad .

23.8. List of banned firms are available in http://www.bhel.com/vender_registration/vender.php. Offers from such banned firms shall not be considered.

24.0 GOODS & SERVICES TAX (GST):

a) In case GST credit is delayed/denied to BHEL due to delayed/non receipt of goods and/or tax invoice or delayed/non filling of GST return or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest and penalty levied/leviable on BHEL.

b) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.



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- c) Taxes and duties if not eligible for ITC prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be paid reimbursed by BHEL. In case of increase in tax rate due to delayed delivery, BHEL shall not reimburse extra tax amount.
- d) Vendor shall raise the GST Invoice with applicable SAC/HSN as applicable.
- e) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- f) In case changes are required on the invoice, Vendor has to raise a revised invoice to give that effect that or else a credit/debit note as per GST provisions to be issued.
- g) Income tax and GST TDS will be deducted as per Income Tax and GST Act .
- h) All the details of invoices raised on BHEL shall require to be matched with the corresponding details filed/uploaded in GST return. In case of missing details (invoice not filed in GST return) or incorrect/unmatched details (invoice no. of the bill and return is not matching), BHEL reserve the right to recover the applicable amount along with interest & penalty from the supplier/vendor, if paid earlier
- i) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged. TDS as per GST & Income Tax, as applicable, will be complied.
- j) In case vendor is registered as composition dealer or converted from regular to composition dealer, onus for necessary communication shall be with the vendor. Any financial loss due to non/mis communication in this regard shall be borne by the respective vendor & not by BHEL.
- k) Abiding with all the GST laws, rules, provisions including GST returns as applicable to the vendor shall be the responsibility of the vendor and BHEL shall not entertain any financial loss due to that; if so, BHEL reserve the right to recover the applicable amount along with interest & penalty from the supplier/vendor

25.0 Conciliation & Arbitration:

25.1 Conciliation clause

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 under conciliation. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB.

25.2 ARBITRATION

25.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 25.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the



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Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules.

25.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

25.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

25.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

25.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad.

25.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad.

25.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.



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24.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

25.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

25.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 25.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

25.3 Applicable Laws and jurisdiction of Courts

This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 25.2 of this contract, the Civil Court having original Civil Jurisdiction at Hyderabad, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.”

26.0 FRAUD PREVENTION POLICY:

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

Fraud prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/ Regions intranet.

27.0 INTEGRITY PACT

(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



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the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (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 compliant 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 tenders 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 contract person(s)

(1)

Name: M Rohini
Dy Mgr/SDC/CMM
HPEP Hyderabad
040-2318 3728
mrohini@bhel.in

(2)

Name: K Padmaja
Sr.DGM/SDC/CMM
HPEP-Hyderabad
040-23185258
padmaja@bhel.in

**BHARAT HEAVY ELECTRICALS LIMITED****HPEP-HYDERABAD****COMMON MATERIAL MANAGEMENT****FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25****SECTION II****List of items and rate schedules covered under this framework agreement**

Sl	Item No	Item Description	UOM	Total	Max Vendors for load distribution (M)
1	F00100	General Fabrication I	Kg	17000	15
2	F00110	General Fabrication II	Kg	123401	15
3	F00120	General Fabrication with Rolling/Bending	Kg	6000	10
4	F00130	Transport Frames up to 1000 kgs	Kg	106000	20
5	F00140	Transport Frames 1001 kgs to 5000 kgs	Kg	453356	20
6	F00150	Outer ring Assembly All types Rolling, Fabrication, Drilling,	Kg	192800	10
7	F00160	Vane wheel segments All types with hard facing (Rolling, Fabrication, Drilling, Hard facing, Matching with Bowl)	Kg	564800	10
8	F00170	Bowl extension ring Segments All types Rolling, Fabrication, Heavy machining Heavy Drilling, Stress Relieving	Kg	69600	10
9	F00180	Helix with transport frames All types Fabrication Helix Spiral Bending,	Kg	28000	10
10	F00190	Screw Assembly All types Fabrication, Medium Machining (Flange, Shaft & Bush), Deep Drilling, Helix Spiral Bending, Stress Relieving, Chain Links carburizing & Hardening,	Kg	105600	10
11	F00200	Hot air box All types Fabrication with Medium Machining, Drilling, Rolling, Stress Relieving	Kg	48000	10
12	F00340	CS Tanks with Rolling/bending	Kg	20000	5
13	F01000	Base Frame up to 5,000 kgs	Kg	434183	10
14	F01400	Small components of CS items upto 250 kgs wt.	Kg	185660	20
15	F01410	Small components of CS items above 250 kgs to 750 Kgs wt.	Kg	63000	20
16	F01420	Small components of CS items above 750 kgs to 2000 Kgs wt	Kg	183114	20

**BHARAT HEAVY ELECTRICALS LIMITED****HPEP-HYDERABAD****COMMON MATERIAL MANAGEMENT****FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25**

17	F01500	SS items upto 100 Kgs wt.	Kg	3000	15
18	F01800	Lifting Beams (includes inprocess boring of holes & machining) up to 5 meter	Kg	37600	10
19	F01810	Lifting Beams (includes inprocess boring of holes & machining) above 5 meter to 9 meters	Kg	22500	10
20	F01920	Steam Vents for Turbines	Kg	3250	5
21	F01930	Diffuser Assembly for Turbines	Kg	9174	6
22	F01940	Exhaust hood for Turbine	Kg	162000	6
23	F01950	Bearing Housings ,Cover & Pedastals	Kg	16200	6
24	F01960	Assembly fixture for Inner casing	Kg	1880	4
25	F01970	Cover Gland Assembly	Kg	6720	4
26	F01980	GUIDE WHEEL ASSEMBLY	Kg	13500	6
27	F01990	Spanners	Kg	3500	10
28	F02000	Governing oil Console stands (both CS & SS Welding)	Kg	9600	10
29	F02010	Coupling Covers & Cover Asemblies	Kg	7600	10
30	F02020	BEARING BOXES	Kg	51389	6
31	F02030	BEARING BOX BRACKETS	Kg	27042	6
32	F02040	CANISTERS	Kg	24384	8
33	F02050	CASING SUCTION&DISCH M/C,144RND-660&800	Kg	117325	6
34	F02060	COLUMN PIPES AND ELEMENTS	Kg	159575	10
35	F02070	FOUNDATION RING ASSLY, SOLE PLATE	Kg	33710	10
36	F02080	HEAD GEARS, HEAD PIECES	Kg	24000	6
37	F02090	OUTER CASING FAB&M/C-144RND 660&800MW	Kg	295685	5
38	F02100	THRUST BEARING PEDESTAL, MOTOR STOOL , MOTOR PEDESTAL	Kg	293639	10

**BHARAT HEAVY ELECTRICALS LIMITED****HPEP-HYDERABAD****COMMON MATERIAL MANAGEMENT****FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25****SECTION III****List of operations covered under this framework agreement**

Category	Sl	Operation	Description of Operation	UOM	QTY
Abrasive Cleaning	1	G00100	Grit blasting	Sq.Mtrs	14000
	2	G00200	Acid cleaning with pickling	Sq.Mtrs	600
Painting	3	G00400	Red oxide primer of 25 micr/coat with supplier material	Sq.Mtrs	6500
	4	G00410	Temporary Rust preventive (TRP)	Sq.Mtrs	3000
	5	G00500	Enamel finish paint of 37.5 micr/coat with supplier material	Sq.Mtrs	200
	6	G00600	Epoxy primer of 35 micr/coat with supplier material	Sq.Mtrs	7400
	7	G00700	Epoxy finish of 40 Micr/coat with supplier material	Sq.Mtrs	7100
	8	G00800	Labour charges for spray painting with free issue material	Sq.Mtrs	1280
	9	G00900	Labour charges for painting with airless gun with free issue material	Sq.Mtrs	1400
Stress Relieving	10	G01000	Stress relieving less than 2 hrs soaking time	Kg	2000
	11	G01100	Stress relieving above 2 hrs soaking time	Kg	1671676
NDT	12	G01200	Radiographic test (for X ray-spot)	Sq.CM	12100
	13	G01210	Radiographic test (for X ray-full)	Sq.CM	5000
	14	G01300	Radiographic test (for gamma ray-spot)	Sq.CM	24000
	15	G01310	Radiographic test (for gamma ray-full)	Sq.CM	54000
	16	G01400	Ultrasonic test of weldment	Running Meter	180
	17	G01500	Magnetic Particle Test	Running Meter	200

**BHARAT HEAVY ELECTRICALS LIMITED****HPEP-HYDERABAD****COMMON MATERIAL MANAGEMENT****FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25****SECTION IV****List of representative drawings for the items mentioned in section II**

Sl	Item No.	Item	Major Components covered	Representative Drawing Nos.
1	F00100	General Fabrication I	Hand rails walkways, stairways, motor mounting base, built-up beams for base plates	09663750078-00, 39651037389-00, 19656418388-00
2	F00110	General Fabrication II	Skids, common foundation frames, pedestal, racking board, belly board, crown frame, platforms, ladders, dog house supports, cable elevator, support frames, exterior flooring with hand rails, bed plate under gear box and bed plate under exhaust hood, foundation frame(TG), pipe rack, Rotary Spreaders, Bed plate under bearing pedestal.	01811114587, 01813414054, 11813614967, 09663450074-00, 19652318262-00, 19653818267-00, 19652018378-00
3	F00120	General Fabrication with Rolling/Bending		11809910005, 13590761002-S00, 23590791002-S01, 33540491002-S01, 43551351021-S00, 19658598546-00, 19658598549-00, 29658497117-00
4	F00130	Transport Frames up to 1000 kgs	Steel transport frames, floor covers, support for oil tanks, frames for oil tank - less than 1000 Kgs.	11809913002, 11899910005, 01809914541, 26110003521-00, 19761760123-00
5	F00140	Transport Frames 1001 kgs to 5000 kgs	Steel transport frames, floor covers, support for oil tanks, frames for oil tank – above 1000 Kgs upto 5000Kgs.	26111003667-00
6	F00150	Outer ring Assembly All types Rolling, Fabrication, Drilling,	Outer ring Assembly All types	36118004469-00, 36111004534-00, 36111004535-00, 36118804278-01, 36110004518-00
7	F00160	Vane wheel segments All types with hard facing (Rolling, Fabrication, Drilling, Hard facing, Matching with Bowl)	Vane wheel segments All types with hard facing	36110004528-00SC, 06118800509-01, 16118002844-00, 16111001873-00, 16111002833-00, 16110001254-00
8	F00170	Bowl extension ring Segments All types Rolling, Fabrication, Heavy machining Heavy Drilling, Stress Relieving	Bowl extension ring Segments All types	26111003053-00, 26112003359-00

**BHARAT HEAVY ELECTRICALS LIMITED****HPEP-HYDERABAD****COMMON MATERIAL MANAGEMENT****FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25**

9	F00180	Helix with transport frames All types Fabrication Helix Spiral Bending,	Helix with transport frames All types	36220850630-07, 36220850630-06, 36220950631-04, 36220950631-03
10	F00190	Screw Assembly All types Fabrication, Medium Machining (Flange, Shaft & Bush), Deep Drilling, Helix Spiral Bending, Stress Relieving, Chain Links carburizing & Hardening,	Screw Assembly All types	06220850816-00, 06220850816-01, 06220850816-02, 06220950596-01, 06220950596-02, 06220850816-01
11	F00200	Hot air box All types Fabrication with Medium Machining, Drilling, Rolling, Stress Relieving	Hot air box All types	16220450048-00, 16220450049-00, 06220450084-01, 06220450084-02, 06220950587-01, 06220950587-02
12	F00340	CS Tanks with Rolling/bending	Drain Oil tank, Damping well, Flash Tank, CC tank, CBD Tank, IBD Tank	21624200167
13	F01000	Base Frame up to 5,000 kgs		01801614527, 13596761003-S01, 13596761003-S02
14	F01400	Small components of CS items upto 250 kgs wt.		11813614632, 31420431004-00SC, 11351731000-00, 21361231068-00FB, 21361231068-00MC, 31440231005-00, 23541451008-S01, 26110003544-00, 26110003582-00, 26131003079-00, 36101004040-00, 36111003470-00, 36111004180-00, 36111004192-00, 36121003833-00, 36121003834-00, 36121003841-00, 36131003459-00, 36131003788-00, 36131003803-00, 36132003705-00, 36132003733-00, 36136204253-00
15	F01410	Small components of CS items above 250 kgs to 750 Kgs wt.		01813114562, 01813114560, 11351731000-00, 21393531005-00, 21361231058-00, 21393531003-00, 21393531006-00, 13556781201-S01, 13556781201-S02, 13556781201-S03, 13556781201-S04
16	F01420	Small components of CS items above 750 kgs to 2000 Kgs wt		36111003890-00 ,16221200027-00 , 36110403345-00 , 16131001868-00
17	F01500	SS items upto 100		26181003313-00, 36111004234-00

**BHARAT HEAVY ELECTRICALS LIMITED****HPEP-HYDERABAD****COMMON MATERIAL MANAGEMENT****FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25**

		Kgs wt.		
18	F01800	Lifting Beams (includes inprocess boring of holes & machining) up to 5 meter		29655017135-00
19	F01810	Lifting Beams (includes inprocess boring of holes & machining) above 5 meter to 9 meters		29655017134-00
20	F01920	Steam Vents for Turbines	Steam Vents for Turbines	23014400004-00,33014300009-00
21	F01930	Diffuser Assembly for Turbines	Diffuser Assembly for Turbines	13012500002-00FB
22	F01940	Exhaust hood for Turbine	Exhaust hood for Turbine	03012500136-00FB,03012500135-00FB
23	F01950	Bearing Housings ,Cover & Pedastals	Bearing Housings ,Cover & Pedastals	03012700022-00FBSC,03020500104-00FBSC
24	F01960	Assembly fixture for Inner casing	Assembly fixture for Inner casing	13016200035-00FB,13016200003-00FB
25	F01970	Cover Gland Assembly	Cover Gland Assembly	03013200010-00FBT2
26	F01980	GUIDE WHEEL ASSEMBLY	GUIDE WHEEL ASSEMBLY	03011800001-00SC
27	F01990	Spanners	Spanners	43030100794-00SC,43030100958-00,43083800001-00MC
28	F02000	Governing oil Console stands (both CS & SS Welding)	Governing oil Console stands (both CS & SS Welding)	13079280901-00,13079298984-00
29	F02010	Coupling Covers & Cover Asemblies	Coupling Covers & Cover Asemblies	13030300061-00MI,13030300054-00,23074700030-01MC
30	F02020	BEARING BOXES	BEARING BOXES (quoted per kg fabrication rate should be inclusive of pre- weld machining cost also.)	01804614050-00, 01804514451-00
31	F02030	BEARING BOX BRACKETS	BEARING BOX BRACKETS (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)	11804515381, 11804515371

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32	F02040	CANISTERS	CANISTERS (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)	01812113969, 11812114228, 01812114317, 11812115720
33	F02050	CASING SUCTION&DISCH M/C,144RND- 660&800	CASING SUCTION&DISCH M/C,144RND-660&800 (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)	01812614490,
34	F02060	COLUMN PIPES AND ELEMENTS	COLUMN PIPES AND ELEMENTS (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)	01813114562, 01813114560
35	F02070	FOUNDATION RING ASSLY, SOLE PLATE	FOUNDATION (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)RING ASSLY, SOLE PLATE	11811413612, 11811413140, 11811416928
36	F02080	HEAD GEARS, HEAD PIECES	HEAD GEARS, HEAD PIECES (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)	11812613394, 01812614226, 01811813984
37	F02090	OUTER CASING FAB&M/C- 144RND 660&800MW	OUTER CASING FAB&M/C-144RND 660&800MW (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)	01812114316-00
38	F02100	THRUST BEARING PEDESTAL, MOTOR STOOL , MOTOR PEDESTAL	THRUST BEARING PEDESTAL, MOTOR STOOL , MOTOR PEDESTAL (quoted per kg fabrication rate should be inclusive of pre-weld machining cost also.)	11813416442, 01811114587, 11813415326



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SECTION V
GENERAL TERMS & CONDITIONS

I- DEFINITIONS

Throughout these conditions and in the specifications “**THE CONTRACTEE**” means the **Bharat Heavy Electricals Limited**, acting through the Additional General Manager/CMM, HPEP HYDERABAD, unless the context otherwise provides “**THE SUB CONTRACTOR**” means the person, firm, vendor or company with whom the order for Structural work is placed and shall be deemed to include the Contractor’s successors (approved by the Contractee) representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the Contract. “**DRAWINGS**” means the drawings exhibited or provided for the guidance of the Contractor.

II- EXECUTION

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

III- FORCE MAJEURE

The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

**BHARAT HEAVY ELECTRICALS LIMITED****HPEP-HYDERABAD****COMMON MATERIAL MANAGEMENT****FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25****SECTION VI****Minimum facilities required to quote for each item and operation**

Item	Land Area(Min Required in sq ft)	Material handling facility (Min requirement)	Welding M/c (SMA W/ MIG/C O2)	Electrode baking facility	Drilling machine (Radial/ bench)	Angle grinders	Qualified welders - ASME Section IX	Three Roll plate bending machine/ Hydraulic press (minimum 12 mm)	Centre lathe	Testing Facility
F00100	500	SWL 3 MT	required	required	required	required	Required	NA	NA	
F00110	1000	SWL 3 MT	required	required	required	required	Required	NA	NA	
F00120	1000	SWL 3 MT	required	required	required	required	Required	required	NA	
F00130	600	SWL 3 MT	required	required	required	required	Required	NA	NA	
F00140	600	SWL 5 MT(single) SWL 2X3MT(Tandem)	required	required	required	required	Required	NA	NA	
F00150	600	SWL 3 MT	required	required	required	required	Required	required	NA	
F00160	600	SWL 3 MT	required	required	required	required	Required	required	NA	
F00170	600	SWL 3 MT	required	required	required	required	Required	NA	required	
F00180	600	SWL 3 MT	required	required	required	required	Required	required	NA	
F00190	600	SWL 5 MT (single)	required	required	required	required	required	required	required	
F00200	600	SWL 3 MT	required	required	required	required	required	required	required	
F00340	600	SWL 5 MT(single) / SWL 2X3MT(Tandem)	required	required		required	required	required		Hydro testing facility required
F01000	350	SWL 3 MT	required	required	NA	required	required	NA	required	
F01400	350	SWL 1 MT	required	required	NA	required	required	NA	NA	
F01410	350	SWL 1 MT	required	required	NA	required	required	NA	NA	
F01420	600	SWL 2 MT	required	required	NA	required	required	NA	NA	
F01500	600	SWL 1 MT	required	required	NA	required	required	required	NA	

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F01800	350	SWL 5 MT (single) SWL 2X3MT (Tandem)	required	required	required	required	required	NA	NA	
F01810	900	SWL 10 MT (single) SWL 2X5MT (Tandem)	required	required	required	required	required	NA	NA	
F01920	300	SWL 100 kg	Required	Required	Required	Required	Required	Required	NA	
F01930	500	SWL 3 MT	Required	Required	Required	Required	Required	Required	NA	
F01940	600	SWL 20 MT	Required	Required	Required	Required	Required	Required	Required	
F01950	500	SWL 5 MT	Required	Required	Required	Required	Required	Required	NA	
F01960	300	SWL 500 kg	Required	Required	Required	Required	Required	NA	Required	
F01970	500	SWL 1MT	Required	Required	Required	Required	Required	NA	Required	
F01980	500	SWL 2MT	Required	Required	Required	Required	Required	Required	Required	
F01990	300	SWL 50 kg	Required	Required	NA	Required	Required	NA	NA	
F02000	500	SWL 500 kg	Required	Required	Required	Required	Required	NA	NA	
F02010	300	SWL 100 kg	Required	Required	NA	Required	Required	NA	NA	
F02020	300	SWL 1 MT	required	required	required	required	required	NA	required	
F02030	300	SWL 1 MT	required	required	NA	required	required	NA	required	
F02040	600	SWL 3 MT	required	required	required	required	required	required	NA	
F02050	300	SWL 3 MT	required	required	required	required	required	required	required	
F02060	300	SWL 2 MT	required	required	NA	required	required	required	required	
F02070	300	SWL 1 MT	required	required	NA	required	required	NA	NA	
F02080	300	SWL 3 MT	required	required	required	required	required	required	required	
F02090	600	SWL 10 MT	required	required	NA	required	required	required	NA	
F02100	300	SWL 3 MT	required	required	NA	required	required	required	NA	

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SECTION VII

LIST OF APPROVED SOURCES

A-APPROVED VENDORS FOR GENERALLY USED ELECTRODES

SI No	Electrode Description	Approved Vendors
1	E6013	1) Ador Welding Limited,2) ESAB India Limited,3) D&H Secheron Electrodes Limited,4) Mailam India Limited,5) MODI Arc Electrodes Pvt Ltd,6) D&H Welding Electrodes India Limited,7) Dwekam Electrodes
2	E7018	1) Ador Welding Limited,2) ESAB India Limited,3) D&H Secheron Electrodes Limited,4) Mailam India Limited,5) D&H Welding Electrodes India Limited,6) Maruthi Electrodes Pvt Ltd,7) Superon Schweisstechnik India Ltd,8) Maruthi Weld Pvt Ltd
3	E7018-A1	1) Ador Welding Limited,2) D&H Secheron Electrodes Limited
4	E8018-B2	1) Ador Welding Limited,2) D&H Secheron Electrodes Limited,3) Mailam India Limited
5	E9018-B3	1) Ador Welding Limited,2) D&H Secheron Electrodes Limited
6	E308L	1) Ador Welding Limited,2) ESAB India Limited,3) D&H Secheron Electrodes Limited ,4) Mailam India Limited ,5) Dwekam Electrodes
7	E309	1) Ador Welding Limited,2) ESAB India Limited,3) D&H Secheron Electrodes Limited ,4) Mailam India Limited 5) Dwekam Electrodes
8	E347	1) Ador Welding Limited,2) ESAB India Limited,3) D&H Secheron Electrodes Limited ,4) Mailam India Limited 5) Dwekam Electrodes
9	SAW Wires EM12K, EH14 & Fluxes	1) Raajratna Electrodes Pvt Ltd 2) ESAB India Pvt Ltd 3) Nivek Agencies 4) Super Alloys & Metals Pvt Ltd 5) Ador Welding Ltd

Note: 1.If any other Grade of Electrode is required to be used as per WPS, the approved name may be obtained from Welding Engineering Dept. prior to start of work.

2. Any changes in the Approved Electrode vendor list will be communicated and same shall be followed.



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B – LIST OF SUPPLIERS OF TEMPORARY RUST PREVENTIVES
(Plant Standard HYD 049 05 63 Rev No: 04)

Material	Source
Rust preventive oil	M/s BHEL, Bhopal
Rust preventive compound (Proprietary)	M/s Ceturion coatings,Madras
Rust preventive Agents	M/s Agromore Ltd., Banglore
	M/s Mascot Chemical Works, Banglore
	M/s Chembond Chemical Pvt. Ltd,Bombay
	M/s Pradeep Metal Treatment Chemical Pvt. Ltd., Thane
	M/s Surendra Enterprises, Hyderabad
	M/s Canning Mithra Phomics Ltd, Bombay
	M/s Grawer & Weil (Ind) Ltd.,Bombay
	M/s Metrit Industries, Bombay
	M/s Electro chemicals, Calcutta
	M/s CMF Systems, Secunderabad
	M/s Peddainton Chemicals Industries (Ind), Bombay
	M/s Protochem Industries, Bombay
Rust Poliq-N (Proprietary)	M/s Suprabha Protective Products, Pune
OKS 240 Anti – Seize compound	M/s OKS, 5/9, Primorse Road, Bangalore
OKS - 1140 High Temperature Silicone grease	
OKS – 410 MoS2 High Performance long life grease	
OKS – 300 MoS2 Mineral Oil Concentrate (Additive)	
OKS – VCI : 368N	
OKS - VCI : 369N	
OKS – 2140	
OKS - 2160	
OKS - 2201	
Rustex –221	M/s Prosol Chemicals Pvt. Ltd.
Futech AR (LT)	M/s Futech Chemicals (p), Secunderabad



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C- LIST OF APPROVED VENDORS/ BRANDS OF PAINTS & PRIMERS

(Plant purchase Specification hyd, HY0674162 Rev.No.05)

Paint code	Specification	Berger	Coramandal	Bombay Paints	Shalimar
Z1	AA56101 Anticorrosive Priming Paint	Red oxide Zinc chromate primer to IS 2074	Dolphin Red oxide zinc chromate Primer 203 447	Red oxide Zinc chromate primer to IS 2074	Tuffkote Red oxide Zinc chromate primer 9609- 46(Red Oxide)
Rz2	AA56103 Chemical Resistant Epoxide Priming Paint	Eplux 4 zinc chromate primer (yellow &red oxide)	Coropex epoxy red oxide zinc chromate primer 495 456 (Red oxide)	Pentadur primer8532 (Red oxide)	Epigard 4 zinc chromate primer 96009- 09(yellow/red)
V1	AA56126 High Quality Full glossy finishing Paint	Bison chemical Resisting enamel	High glossy Synthetic Enamel paint CPC	Pentolite super Synthetic	Superiac High glossy Enamel Paint
V5	AA56131 Chemical Resistant Epoxide Finishing Paint	Epilux 84 high gloss CR Enamel	Coropex epoxy finishing (Non-toxic) 415(Clear, yellow)	Pentadur epoxide finishing Paint 4534	Chlorokote finish 9609- 18
V13	AA56133 Quick air Drying finishing	Systhetic enamel paint to IS : 2932	CPC quick drying synthetic Enamel paint	-	General purpose diamond synthetic enamel paint.



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SECTION VIII

PRE-QUALIFICATION REQUIREMENT (PQR)

1.0 Pre-qualification requirement criteria for qualifying firms participating in the open tender enquiry is given in this section. The same shall be evaluated by BHEL during evaluation of Part-I bids of offers received.

1.1 A firm, who has participated in this NIT, shall be qualified for Part-II Price bid opening if and only if the firm meets PQR for General Criteria, Technical Criteria and Financial Criteria given below. If a firm which is not registered with BHEL HPEP, Hyderabad participates and gets qualified in Part-I by fully satisfying PQR and other enquiry terms & conditions, then registration for the firm to applicable Product Material Directory (PMD) of subcontract / BHEL HPEP Hyderabad shall be taken up in parallel as per Supplier Evaluation, Approval & Review Procedure (SEARP) of BHEL.

1.2 GENERAL CRITERIA:

a. Participating firm's factory location where the job shall be fabricated & facilities for fabrication are available should be within 75 km from BHEL, HPEP Hyderabad

1.3 TECHNICAL CRITERIA:

a) Those Vendors who have successfully executed orders for the similar items of the category during the past two years shall be considered.

(Vendors to submit PO's / Delivery challan as proof of Supply. Similar implies any fabricated jobs having similar materials and tonnage).

b) Vendors should possess all the facilities as given in Section VI for qualifying against respective schedules .BHEL reserves right to visit and verify facilities at Vendor Works .

1.4 FINANCIAL CRITERIA:

All participating firms must submit the following documents required:

i. Copy of certificate of incorporation

Nature of company	Document to be submitted
Public Limited Company Private Limited Company, One Person Company	Memorandum of Association, Articles of Association and Certificate of Incorporation
Limited Liability Partnership	Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)
Partnership Firm	Registered Partnership Deed duly signed by Registrar of Firms
Proprietorship	Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)
Co-Operative Society	Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act)
Trust	Registered Trust Deed



BHARAT HEAVY ELECTRICALS LIMITED
HPEP-HYDERABAD
COMMON MATERIAL MANAGEMENT
FRAMEWORK AGREEMENT FOR FABRICATION ITEMS-2024-25

Others

Please specify and attach a copy of the relevant statement document

- ii. Latest IT Return copy.
- Participating firms must submit the above required documents along with their techno commercial bid (Part-A)

	Vendor Code- PART-A	Annexure-I
LETTER OF UNDERTAKING ON TECHNO COMMERCIAL BID FOR FABRICATION RATE CONTRACT (2024-25)		
	Ref: HY/ CM M / FRC2425	
1	Quoted rates are applicable for one year from the date of finalization of Framework Agreement.	
2	Quotation should be kept valid for 90 days from the date of price bid opening for finalization of rate contract.	
3	Price bid is in specified format only. Quoted rates are for the specified Units as given in the format.	
4	In case of our being included in the rate contract confidentiality agreement as per BHEL format will be executed.	
5	In case of our being included in the rate contract required Bank Guarantee will be furnished in the specified format.	
6	Quoted work will be fully carried out at our works and no part will be offloaded without written permission from BHEL with a valid reason.	
7	We confirm that we belong tocategory (SC/ ST/ OC).	
8	We accept BHEL's terms of payment and penalty clause for delayed deliveries.	
9	Our company is registered as MSE(Y/ N).(If reply is yes enclose attested copy of MSE certificate with your techno commercial bid as proof)	
10	PAN NO/ GST NO (copy enclosed)	
11	We confirm that we would execute any agreements clause for delayed deliveries.	
12	We confirm that we are quoting for the existing and approved workplaces only.	
13	we confirm acceptance for putting material under our scope - Yes / No	
	We M/S..... confirm that the enquiry terms and conditions have been fully read and understood and the prices quoted are in accordance with the same.	
	Signature of the authorized :	
	Representative with date:	
	Seal of the firm	
	Email address	

PART A : Annexure II

1	COMPANY DETAILS:	
	Name of the Firm	
	Address	
	Year of Establishment	
	Factory License No:	
	Udyog Aadhaar Memorandum:	
	MSME Registration No. (wherever Applicable)	
	Managing Partner/ Proprietor	
	PAN No	
	GST No	
	Telephone No. (Mobile/ Landline)	
2	INFRASTRUCTURE	
	Total Factory Area in Sq. Mts	
	Covered Area (Built-up Area) in Sq.Mts	
	Technical Staff (Including Workmen) in Nos	
	Office Staff in Nos	
3	MATERIAL HANDLING FACILITIES	
	EOT Cranes (Safe Working Load in Tons x Span in Mts)	
	Gantry/ Semi-Gantry/ A-Frame (Safe Working Load in Tons x Span in Mts)	
	Chain Pulley Block/ Electric Hoist (Safe Working Load in Tons)	

Seal of the firm

PART A :ANNEXURE III- TECHNICAL SCOPE AND ESTIMATE QTY

Category	SI	Item No	Item Description	UOM	Total	Facility Available as per section VI of NIT (Yes/No)
General Fabrication	1	F00100	General Fabrication I	Kg	17000	
	2	F00110	General Fabrication II	Kg	123402	
	3	F00120	General Fabrication with Rolling/Bending	Kg	6000	
	4	F00130	Transport Frames up to 1000 kgs	Kg	106000	
	5	F00140	Transport Frames 1001 kgs to 5000 kgs	Kg	453356	
	6	F00150	Outer ring Assembly All types Rolling, Fabrication, Drilling,	Kg	192800	
	7	F00160	Vane wheel segments All types with hard facing (Rolling, Fabrication, Drilling, Hard facing, Matching with Bowl)	Kg	564800	
	8	F00170	Bowl extension ring Segments All types Rolling, Fabrication, Heavy machining Heavy Drilling, Stress Relieving	Kg	69600	
	9	F00180	Helix with transport frames All types Fabrication Helix Spiral Bending,	Kg	28000	
	10	F00190	Screw Assembly All types Fabrication, Medium Machining (Flange, Shaft & Bush), Deep Drilling, Helix Spiral Bending, Stress Relieving, Chain Links carburizing & Hardening,	Kg	105600	
	11	F00200	Hot air box All types Fabrication with Medium Machining, Drilling, Rolling, Stress Relieving	Kg	48000	
Tanks	12	F00340	CS Tanks with Rolling/bending	Kg	20000	
Base Frame	13	F01000	Base Frame up to 5,000 kgs	Kg	434183	
CS Components	14	F01400	Small components of CS items upto 250 kgs wt.	Kg	185660	
	15	F01410	Small components of CS items above 250 kgs to 750 Kgs wt.	Kg	63000	
	16	F01420	Small components of CS items above 750 kgs to 2000 Kgs wt	Kg	183114	
SS Components	17	F01500	SS items upto 100 Kgs wt.	Kg	3000	
Lifting Beams	18	F01800	Lifting Beams (includes inprocess boring of holes & machining) up to 5 meter	Kg	37600	
	19	F01810	Lifting Beams (includes inprocess boring of holes & machining) above 5 meter to 9 meters	Kg	22500	
Others	20	F01920	Steam Vents for Turbines	Kg	3250	
	21	F01930	Diffuser Assembly for Turbines	Kg	9174	
	22	F01940	Exhaust hood for Turbine	Kg	162000	
	23	F01950	Bearing Housings ,Cover & Pedastals	Kg	16200	
	24	F01960	Assembly fixture for Inner casing	Kg	1880	
	25	F01970	Cover Gland Assembly	Kg	6720	
	26	F01980	GUIDE WHEEL ASSEMBLY	Kg	13500	
	27	F01990	Spanners	Kg	3500	
	28	F02000	Governing oil Console stands (both CS & SS Welding)	Kg	9600	
	29	F02010	Coupling Covers & Cover Asemblies	Kg	7600	
	30	F02020	BEARING BOXES	Kg	51389	
	31	F02030	BEARING BOX BRACKETS	Kg	27042.4	
	32	F02040	CANISTERS	Kg	24384	
	33	F02050	CASING SUCTION&DISCH M/C,144RND-660&800	Kg	117325	
	34	F02060	COLUMN PIPES AND ELEMENTS	Kg	159575	
	35	F02070	FOUNDATION RING ASSLY, SOLE PLATE	Kg	33710	
	36	F02080	HEAD GEARS, HEAD PIECES	Kg	24000	
	37	F02090	OUTER CASING FAB&M/C-144RND 660&800MW	Kg	295685	
	38	F02100	THRUST BEARING PEDESTAL, MOTOR STOOL , MOTOR PEDESTAL	Kg	293639	

Operations						
Category	SI	Item No	Item Description	UOM	Total	Facility Available as per section VI of NIT (Yes/No)
Abrasive Cleaning	1	G00100	Grit blasting	Sq.Mtrs	14000	
	2	G00200	Acid cleaning with pickling	Sq.Mtrs	600	
Painting	3	G00400	Red oxide primer of 25 micr/coat with supplier material	Sq.Mtrs	6500	
	4	G00410	Temporary Rust preventive (TRP)	Sq.Mtrs	3000	
	5	G00500	Enamel finish paint of 37.5 micr/coat with supplier material	Sq.Mtrs	200	
	6	G00600	Epoxy primer of 35 micr/coat with supplier material	Sq.Mtrs	7400	
	7	G00700	Epoxy finish of 40 Micr/coat with supplier material	Sq.Mtrs	7100	
	8	G00800	Labour charges for spray painting with free issue material	Sq.Mtrs	1280	
	9	G00900	Labour charges for painting with airless gun with free issue material	Sq.Mtrs	1400	
Stress Relieving	10	G01000	Stress relieving less than 2 hrs soaking time	Kg	2000	
	11	G01100	Stress relieving above 2 hrs soaking time	Kg	1671676	
NDT	12	G01200	Radiographic test (for X ray-spot)	Sq.CM	12100	
	13	G01210	Radiographic test (for X ray- full)	Sq.CM	5000	
	14	G01300	Radiographic test (for gamma ray-spot)	Sq.CM	24000	
	15	G01310	Radiographic test (for gamma ray-full)	Sq.CM	54000	
	16	G01400	Ultrasonic test of weldment	Runnin g Meter	180	
	17	G01500	Magnetic Particle Test	Runnin g Meter	200	

Part A: Anexure IV

S.NO	Parameters	System in effect (tick if exists & provide evidences if ticked in written procedure)	Records (tick if available & submit evidence)	Remark / Relevant documents to be furnished
1	Avaialabilty & Implementation of Safe operating procedures			safety procedure/ guidelines
2	Accident reporting and Investigation procedure			Accident statistics for last three years
3	Procedures for identifying workplace hazards and assessing their risks.			HIRA list & procedure
4	System of Non Conformity report disposition , Corrective and preventive action (CA PA)			Details of previuos accidents and its CA PA
5	Proper equipment for the control of hazards such as guards, locks, alarms, etc. is properly maintained and available to all that require it.			Self certification to its implementation.
6	No of Surveillance Inspections carried out on health conditions of the workforce.			Health records
7	Information and knowledge to workers on the hazards that they may face and how to avoid injury or illness.			Records of awareness / training program.
HIRA- hazard identification and risk analysis				

ENQUIRY NO: HY/ CMM/ FRC2425

Annexure V

Vendor Code:

Vendor Name:

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature and stamp of the authorized personnel

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

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

Place _____
Date _____

Witness: _____
(Name & Address) _____

ANNEXURE VII			
SI	Item No.	Estimated Qy (KG)	Max Number of Vendors for distribution (M)
1	F00100	17000	15
2	F00110	123402	15
3	F00120	6000	10
4	F00130	106000	20
5	F00140	453356	20
6	F00150	192800	10
7	F00160	564800	10
8	F00170	69600	10
9	F00180	28000	10
10	F00190	105600	10
11	F00200	48000	10
12	F00340	20000	5
13	F01000	434183	10
14	F01400	185660	20
15	F01410	63000	20
16	F01420	183114	20
17	F01500	3000	15
18	F01800	37600	10
19	F01810	22500	10
20	F01920	3250	5
21	F01930	9174	6
22	F01940	162000	6
23	F01950	16200	6
24	F01960	1880	4
25	F01970	6720	4
26	F01980	13500	6
27	F01990	3500	10
28	F02000	9600	10
29	F02010	7600	10
30	F02020	51389	6
31	F02030	27042.4	6
32	F02040	24384	8
33	F02050	117325	6
34	F02060	159575	10
35	F02070	33710	10
36	F02080	24000	6
37	F02090	295685	5
38	F02100	293639	10

ANNEXURE - VIII
TIE-UP FORMAT

(To be executed on Rs. 100/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between

1. M/s _____, (The First Party, i.e. the Prime Bidder), having its registered office at _____(herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and

2. M/s _____, (The Second Party, i.e. the associates), having its registered office at _____ (herein after called the “ Associates", which expression shall include its' successors, administrators, executors and permitted assigns)and

WHEREAS the M/s. Bharat Heavy Electricals Limited (a Government of India Undertaking), having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 through its Unit/Division at Ramachandrapuram, Hyderabad – 502 032 hereinafter called “ BHEL” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) has issued an enquiry (herein after referred to as the said enquiry) inviting bids from the individual bidders for undertaking the work of **Fabrication Rate Contract** (herein after referred to as the said works).

WHEREAS the said enquiry enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said enquiry.

The Prime Bidder /First Party and the Associates shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a bid proposal.

AND WHEREAS M/s Prime Bidder itself is meeting all the qualifying requirements except the qualifying requirements of _____ (herein after called said operation) and in order to fully meet the qualifying requirements of enquiry, this tie-up/ Consortium agreement is being entered into with M/s _____ (The Second Party) who is approved vendor of BHEL for above work.

AND WHEREAS bid has been proposed to be submitted to the BHEL vide bid by Prime Bidder based on this CONSORTIUM agreement between all the Parties and/or Associates, signed by all the members.

WHEREAS the First Party and the Associates are engaged in the business of carrying out various items of said works. WHEREAS the both parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. First, Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said enquiry as hereinafter stated.

2. **BHEL approved vendor further declare and confirm that they shall be jointly and severally be bound and shall be fully responsible for price, terms & conditions agreed by the Prime Bidder for the operation mentioned above.**

3. The First Party/ Prime bidder will be the leader and First Party/prime bidder shall be solely responsible for the entire works.

4. The Second Party shall undertake the following part(s) of work detailed in the said enquiry namely; _____.

5. In case of any dispute amongst the Parties of the Consortium, BHEL shall not be in any way liable and also the consortium members shall not be absolved from the contractual obligation in any manner.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____ (Place).

For (FIRST PARTY)

1. NAME

2. OFFICIAL ADDRESS

For (SECOND PARTY)

1. NAME

2. OFFICIAL ADDRESS

WITNESS 1

WITNESS 2

ENQUIRY NO: HY/CMM/ FRC2425 dated 17.12.2024

PRICE BID FORMAT (PART B)

Category	Sl	Item No	Item Description	UOM	Total	Price per unit	Price per unit in words
General Fabrication	1	F00100	General Fabrication I	Kg	17000		
	2	F00110	General Fabrication II	Kg	123401.6		
	3	F00120	General Fabrication with Rolling/Bending	Kg	6000		
	4	F00130	Transport Frames up to 1000 kgs	Kg	106000		
	5	F00140	Transport Frames 1001 kgs to 5000 kgs	Kg	453356		
	6	F00150	Outer ring Assembly All types Rolling, Fabrication, Drilling,	Kg	192800		
	7	F00160	Vane wheel segments All types with hard facing (Rolling, Fabrication, Drilling, Hard facing, Matching with Bowl)	Kg	564800		
	8	F00170	Bowl extension ring Segments All types Rolling, Fabrication, Heavy machining Heavy Drilling, Stress Relieving	Kg	69600		
	9	F00180	Helix with transport frames All types Fabrication Helix Spiral Bending,	Kg	28000		
	10	F00190	Screw Assembly All types Fabrication, Medium Machining (Flange, Shaft & Bush), Deep Drilling, Helix Spiral Bending, Stress Relieving,	Kg	105600		
	11	F00200	Hot air box All types Fabrication with Medium Machining, Drilling, Rolling, Stress Relieving	Kg	48000		
Tanks	12	F00340	CS Tanks with Rolling/bending	Kg	20000		
Base Frame	13	F01000	Base Frame up to 5,000 kgs	Kg	434183		
CS Components	14	F01400	Small components of CS items upto 250 kgs wt.	Kg	185660		
	15	F01410	Small components of CS items above 250 kgs to 750 Kgs wt.	Kg	63000		
	16	F01420	Small components of CS items above 750 kgs to 2000 Kgs wt	Kg	183114		
SS Components	17	F01500	SS items upto 100 Kgs wt.	Kg	3000		

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Category	Sl	Item No	Item Description	UOM	Total	Price per unit	Price per unit in words
Lifting Beams	18	F01800	Lifting Beams (includes inprocess boring of holes & machining) up to 5 meter	Kg	37600		
	19	F01810	Lifting Beams (includes inprocess boring of holes & machining) above 5 meter to 9 meters	Kg	22500		
Others	20	F01920	Steam Vents for Turbines	Kg	3250		
	21	F01930	Diffuser Assembly for Turbines	Kg	9174		
	22	F01940	Exhaust hood for Turbine	Kg	162000		
	23	F01950	Bearing Housings ,Cover & Pedastals	Kg	16200		
	24	F01960	Assembly fixture for Inner casing	Kg	1880		
	25	F01970	Cover Gland Assembly	Kg	6720		
	26	F01980	GUIDE WHEEL ASSEMBLY	Kg	13500		
	27	F01990	Spanners	Kg	3500		
	28	F02000	Governing oil Console stands (both CS & SS Welding)	Kg	9600		
	29	F02010	Coupling Covers & Cover Asemblies	Kg	7600		
	30	F02020	BEARING BOXES	Kg	51389		
	31	F02030	BEARING BOX BRACKETS	Kg	27042.4		
	32	F02040	CANISTERS	Kg	24384		
	33	F02050	CASING SUCTION&DISCH M/C,144RND-660&800	Kg	117325		
	34	F02060	COLUMN PIPES AND ELEMENTS	Kg	159575		

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Category	SI	Item No	Item Description	UOM	Total	Price per unit	Price per unit in words
	35	F02070	FOUNDATION RING ASSLY, SOLE PLATE	Kg	33710		
	36	F02080	HEAD GEARS, HEAD PIECES	Kg	24000		
	37	F02090	OUTER CASING FAB&M/C-144RND 660&800MW	Kg	295685		
	38	F02100	THRUST BEARING PEDESTAL, MOTOR STOOL , MOTOR PEDESTAL	Kg	293639		

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Category	SI	Item No	Item Description	UOM	Total	Price per unit	Price per unit in words
Abrasive Cleaning	1	G00100	Grit blasting	Sq.Mtrs	14000		
	2	G00200	Acid cleaning with pickling	Sq.Mtrs	600		
Painting	3	G00400	Red oxide primer of 25 micr/coat with supplier material	Sq.Mtrs	6500		
	4	G00410	Temporary Rust preventive (TRP)	Sq.Mtrs	3000		
	5	G00500	Enamel finish paint of 37.5 micr/coat with supplier material	Sq.Mtrs	200		
	6	G00600	Epoxy primer of 35 micr/coat with supplier material	Sq.Mtrs	7400		
	7	G00700	Epoxy finish of 40 Micr/coat with supplier material	Sq.Mtrs	7100		
	8	G00800	Labour charges for spray painting with free issue material	Sq.Mtrs	1280		
	9	G00900	Labour charges for painting with airless gun with free issue material	Sq.Mtrs	1400		
Stress Relieving	10	G01000	Stress relieving less than 2 hrs soaking time	Kg	2000		
	11	G01100	Stress relieving above 2 hrs soaking time	Kg	1671676		
	12	G01200	Radiographic test (for X ray-spot)	Sq.CM	12100		

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Category	SI	Item No	Item Description	UOM	Total	Price per unit	Price per unit in words
NDT	13	G01210	Radiographic test (for X ray- full)	Sq.CM	5000		
	14	G01300	Radiographic test (for gamma ray-spot)	Sq.CM	24000		
	15	G01310	Radiographic test (for gamma ray-full)	Sq.CM	54000		
	16	G01400	Ultrasonic test of weldment	Running Meter	180		
	17	G01500	Magnetic Particle Test	Running Meter	200		