

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> [A Government of India Undertaking] Ramachandrapuram, Hyderabad, 502032, A.P. India Phone 040-23184526, 23182322 FAX:040-23021910, 1954	<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> (भारत सरकार का उपक्रम) रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत	RFQ NO :	<b>PURCHASE DEPARTMENT</b> <b>ENQUIRY</b> क्रय विभाग जांच (ई मेल : tenderbox@bhelhyd.co.in)	SHEET:1 OF :1
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HY17001 C REV.NO.0	Phone 091-40-23184526 091-40-23182322	FAX : 091-40-23021910 091-40-23021954	<b>PURCHASE DEPARTMENT</b>			
GSTIN:		Enq/Collective No :B5E1V34511	Enq.Dt. : 27.06.2022	No.Of Items :6	DUE Dt. OF QUOTN. : 11.07.2022	

**Office Copy**

Please submit your lowest quotation in sealed cover superscribed with Enquiry No./Collective No.(RFQ No ..... ) and due date subject to our terms and conditions attached ,for the materials mentioned below.Your offer has to reach us onor before due date by 11.00 Hours (IST) and will be opened at 14.00 Hours.(IST).If our Enquiry No./Collective No.(RFQ No ..... ) and tender due date are not super scribed on the tender cover , your offer shall be summarily rejected. Incomplete offers and late offers will not be considered.

SL NO	Purchase Req.no	item no	Material Code, HSN No.	Drg no - Ver , Rev & Spec - Ver , Rev,Spec-Var	Description	Unit	Qty	Delivery Date	Schedule Qty
1	5000034511	60	HY1071985612 72201190	NA-,,HW10763,00,	STRIP 0.25X8.5-SS-GR X20CRMO13KG	KG	2,000.000	10.10.2022	200.000
2	5000034511	10	72201190					10.10.2022	400.000
3	5000034511	20	72201190					10.10.2022	400.000
4	5000034511	30	72201190					10.10.2022	400.000
5	5000034511	40	72201190					10.10.2022	400.000
6	5000034511	50	72201190					10.10.2022	200.000

Special Remarks

**CheckList of Quality Interventions:**

**BHEL reserves the right to enforce any or all of the following checks during execution of the order.**  
**There is no additional cost to the vendor on account of these checks.**

	TEST CERTIFICATE REQD: GUARANTEE REQ : SAMPLE REQD : BID TYPE : TWO PART	For and on-behalf of Bharat Heavy Electricals Limited.  E.VINOD KUMAR SR.ENGINEER/PUR/TC
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**ANNEXURE-A****Special Conditions of the Contract (SCC)**

Collective no: **B5E1V34511** , Dtd: **28-Jun** , Due Date: **12-07-22**

**This is a mandatory document to be filled and attached to technical bid for evaluation**

(Otherwise your bid will be disqualified)

**NOTE :**

- 1) Vendor has to **choose drop down button** against "Supplier confirmation" column.
- 2) For any deviation, please write in "Deviation / Remarks, if any" column.
- 3) Vendor has to submit this ANNEXURE-A along with their technical bid, failing which their offer will be not evaluated.
- 4) Commercial Conditions quoted in any place other than this format , including stated in Vendor's General Terms and conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of the Preferred Bidder.
- 5) Bidders to please note that the terms & conditions contained in ITB (Instructions To Bidder) are to be read before filling this ANNEXURE-A.

Sl. No	Terms & Conditions	Supplier confirmation	Deviations / Remarks, if any
1	<b>Price Validity:</b> Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid / Part-I in case of two part bid).		
2	Price once quoted shall remain firm and valid during execution of PO. Offers with PVC will be outrightly rejected except in cases where specifically called for in the NIT.		
3	PACKING CHARGES, if any shall be included in your quoted prices.		
4	<p><b>PAYMENT TERMS:</b></p> <ul style="list-style-type: none"> <li>• <b>For Indian vendors:</b> 100% payment along with taxes, duties, freight &amp; insurance will be made within 75 days from the date of LR/invoice. However payment would be done only after receipt of original documents, including GR clearance at BHEL stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days.</li> <li>• <b>For Foreign vendors:</b> 100% payment on CAD basis with credit period of 60 days.</li> </ul> <p><b>NOTE: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per anum for L1 evaluation.</b></p>		
5	<p><b>TERMS OF DELIVERY :</b></p> <ul style="list-style-type: none"> <li>• <b>For Indian vendors:</b> TC STORES BHEL HYDERABAD R C PURAM 502032</li> <li>• <b>For Foreign vendors:</b> CIF / CIP - Mumbai. (BL / AWB date shall be considered as delivery date for calculating penalty)</li> </ul>		
6	<p><b>Delivery period:</b> <i>Delivery shall be quoted in Days / weeks / months w.r.t the date of LOI/PO.</i></p>	<b>Weeks</b> from the date of PO	
7	<p><b>Third Party Inspection: (Mandatory)</b></p> <p>a) <b>For Indian vendors:</b></p> <ul style="list-style-type: none"> <li>• Third party inspection by M/s. TUV SUD (or) M/s. INTERTEK</li> <li>• TPI charges by BHEL-Hyd.</li> </ul> <p>b) <b>For Foreign vendors:</b></p> <ul style="list-style-type: none"> <li>• Third party inspection by M/s. LLOYDS REGISTER / BERAU VERITAS / DNV / TUV</li> <li>• TPI charges shall be included in quoted prices.</li> </ul>		

Sl. No	Terms & Conditions	Supplier confirmation	Deviations / Remarks, if any										
8	<p><b>Guarantee / Warranty: (Deviations to this clause is not acceptable).</b></p> <p>Wherever required, and so provided in the specifications, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible.</p> <p>Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. (As per clause 15 of ITB)</p>												
9	<p><b>Penalty:</b></p> <p>In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value.</p> <p><b>NOTE: For any deviations to the paynalty clause, the offer shall be loaded @ 10% or to the extent to which it is not agreed to by the vendor.</b></p>												
10	<p><b>Taxes &amp; Duties</b> (Data to be indicated by the bidder)</p> <table border="1" data-bbox="318 1073 1443 1250"> <tr> <td data-bbox="318 1073 384 1116">a)</td> <td data-bbox="384 1073 1443 1116"><b>Indigenous Purchase:</b></td> </tr> <tr> <td></td> <td data-bbox="384 1116 1443 1159">i) <b>Applicable GST</b> : (To be quoted in %)</td> </tr> <tr> <td></td> <td data-bbox="384 1159 1443 1202">ii) <b>GST registration number</b></td> </tr> <tr> <td></td> <td data-bbox="384 1202 1443 1250">iii) <b>HSN Codes</b></td> </tr> </table> <p><b>NOTE: Bidders are requested to provide their GST registration number. Offers of those who do not provide the above information are liable for rejection.</b></p> <p><b>Bidders to ensure correct applicability of GST based on the Inter / Intra state movement of goods.</b></p> <p><b>b) Foreign Purchase:</b></p> <p>Offer of foreign vendors will be loaded for evaluation purpose prevailing tariff of Customs Duty as applicable for MERIT/PROJECT IMPORT / DEEC. However, as per present tariff of maximum Custom duty (7.5%), IGST (18%), Cess on BCD (3%), Ocean Freight and Insurance (@ 5% on FOB value &amp; incase of CFR offers, Insurance @ 1%) and Inland freight&amp;insurance, handling charges, incidentals (5%). However, the tariff may change from time to time as per the Government of India Policy.</p>	a)	<b>Indigenous Purchase:</b>		i) <b>Applicable GST</b> : (To be quoted in %)		ii) <b>GST registration number</b>		iii) <b>HSN Codes</b>				
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	i) <b>Applicable GST</b> : (To be quoted in %)												
	ii) <b>GST registration number</b>												
	iii) <b>HSN Codes</b>												
11	<p><b>REVERSE AUCTION :</b></p> <p>"BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Nonsubmission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."</p> <p><b>Furnish the following details:</b></p> <table border="1" data-bbox="318 2216 1443 2439"> <tr> <td data-bbox="318 2216 384 2259">a)</td> <td data-bbox="384 2216 1443 2259">Name of the participating person</td> </tr> <tr> <td data-bbox="318 2259 384 2301">b)</td> <td data-bbox="384 2259 1443 2301">Telephone number</td> </tr> <tr> <td data-bbox="318 2301 384 2344">c)</td> <td data-bbox="384 2301 1443 2344">Fax Number</td> </tr> <tr> <td data-bbox="318 2344 384 2387">d)</td> <td data-bbox="384 2344 1443 2387">E-mail address</td> </tr> <tr> <td data-bbox="318 2387 384 2439">e)</td> <td data-bbox="384 2387 1443 2439">Mobile Number</td> </tr> </table>	a)	Name of the participating person	b)	Telephone number	c)	Fax Number	d)	E-mail address	e)	Mobile Number		
a)	Name of the participating person												
b)	Telephone number												
c)	Fax Number												
d)	E-mail address												
e)	Mobile Number												
12	<p>Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (5% for plates, pipes, rounds &amp; structurals) unless otherwise mentioned in enquiry.</p>												
13	<p><b>For Foreign Bidders only:</b></p> <table border="1" data-bbox="318 2587 1443 2673"> <tr> <td data-bbox="318 2587 384 2630">a)</td> <td data-bbox="384 2587 1443 2630">Name of the bid currency.</td> </tr> <tr> <td data-bbox="318 2630 384 2673">b)</td> <td data-bbox="384 2630 1443 2673">Name of the port of loading.</td> </tr> </table>	a)	Name of the bid currency.	b)	Name of the port of loading.								
a)	Name of the bid currency.												
b)	Name of the port of loading.												

Sl. No	Terms & Conditions	Supplier confirmation	Deviations / Remarks, if any
14	Supply should strictly confirm to BHEL drawings (if any), specifications. All tests should be carried out as per BHEL drawings and specifications. All test certificates, guarantee certificates and Pre-inspection reports (PIR) should be furnished along with dispatch documents.		
15	BHEL reserves the right to increase / decrease the quantity indicated and to cancel the item / items of the enquiry.		
16	BHEL may choose for placing repeat order for additional quantity, as and when required, with the acceptance of vendor.		
17	Bidders to confirm that they read the terms & conditions in ITB (Instruction To Bidder) and confirmed.		



# PLANT PURCHASING SPECIFICATION

## HEEP-HARDWAR

HW 10763

PAGE 1 OF 4

SIGN & DATE

REFERENCE DOCUMENT

PLY 9243-04.1/77  
MUN 501.8/1.2/78

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### COLD ROLLED STEEL STRIP (X20CrMo13KG)

1. **GENERAL** : This specification governs the quality of stainless steel cold rolled strip of grade X20CrMo13KG
2. **APPLICATION**: For sealing ring of steam turbine.
3. **CONDITION OF DELIVERY** : Cold rolled and annealed condition.
4. **DIMENSIONS & TOLERANCES** : Materials shall be supplied to the dimensions and tolerance as per Annex.-1. The type required shall be stated in the order. However for other shapes, the size required shall be as stated in order and tolerance as per DIN 1541.
5. **MANUFACTURE**: The steel shall be made in basic electric process or any other process mutually agreed between BHEL and the supplier.
6. **FREEDOM FROM DEFECTS** : The cracks and laminations are not allowed. The surface of the strip shall be smooth from scale, inclusions, scabs etc.
7. **CHEMICAL COMPOSITION** : 7.1 The chemical composition of material shall be as follows (ladle analysis in %):

Elements	min	max
Carbon	0.17	0.22
Silicon	0.10	0.50
Manganese	0.30	0.80
Chromium	12.00	13.00
Molybdenum	0.80	1.20
Nickel	-	0.80

7.2 Small deviations in chemical analysis can be allowed after making reference to BHEL, if the specified properties are not impaired.

8. **SELECTION OF TEST SAMPLES** : 8.1 Melt analysis is to be carried out per heat basis.
- 8.2 For Mechanical test one sample shall be selected per melt per heat treatment batch basis.

INVENTORY No. P-3227	SIGN & DATE TSX QAX STE	NAME S. KUMAR T.S. KAMRAT SKKUNDU	SIGN & DATE Sudhin 4.8.92 Sudhin 9.7.92	DRAWN	NAME	SIGN & DATE
				WORKED	P. NATH	9.11.92 7/7/92
	AGREED DEPTT	NAME	SIGN & DATE	CHECKED	J.P. MEENA	9.11.92 7/7/92
	REVISION :			SUPERVISED	V.B. ARORA	17/7/92
				APPROVED:	PLANT STANDARDIZATION COMMITTEE	
				PREPARED:	ISSUED:	DATE:
				MTE	STANDARDS DIVISION	4/8/92



PLANT PURCHASING SPECIFICATION

HW 10763

HEEP - HARDWAR

PAGE 2 OF 4

INVENTORY No. P-3227  
 SIGN & DATE  
 SUPERSEDES INVENTORY No.  
 SIGN & DATE  
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9. MECHANICAL : PROPERTIES

The material shall comply with the following mechanical properties at room temperature when tested as per IS:1608.

0.2% Proof stress	: 500 N/mm <sup>2</sup> max.
Tensile strength	: 750 N/mm <sup>2</sup> max.
%Elong. on 5.65S <sub>0</sub>	: 20 min.

10. MARKING :

Each lot shall be identified with a tag mark with supplier's emblem, material designation, melt no., heat treatment lot number and PO No.

11. TEST CERTIFICATES :

4 copies of test certificate shall be supplied unless otherwise stated on the order. The test certificate shall contain following information:

- a. Purchase order No.
- b. Specification No.
- c. Material designation: X20CrMo13KG.
- d. Melt No. & Melt analysis.
- e. Lot number & test number.
- f. Melting procedure.
- g. Complete heat treatment detail.
- h. Results of mechanical tests at room temperature. (All individual value to be reported)

12. PACKING :

The strip shall be supplied in rolls, properly protected in water proof paper or hessian cloth and shall be properly packed against damage during transportation.

13. CLEARANCE : FOR DELIVERY

13.1 The total results of the tests carried out are the deciding factor for clearance for delivery. BHEL evaluates the total results taking into consideration the intended use of the material & examines accordingly the permissibility of deviations, if any. The clearance, however, does not relieve the supplier of his responsibility for the hidden non-permissible defects which are found at later stage of manufacturing.

13.2 In the event of any material proving defective during the course of further processing or testing, such material shall be rejected and the supplier shall make immediate arrangement to replace the same free of cost.

REVISION:

WORKED BY	P. NATH	G. 1105	7/7/92
CHECKED BY	J.P. MEENA	Y 703	7/7/92



PLANT PURCHASING SPECIFICATION  
HEEP-HARDWAR

HW 10763

PAGE 3 OF 4

SIGN & DATE

SUPERSEDES INVENTORY No.

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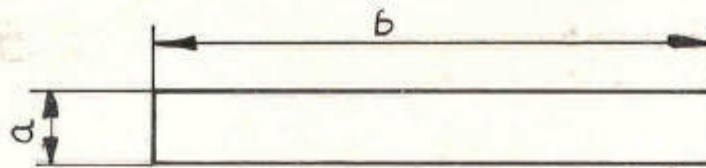
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SIGN & DATE

INVENTORY No.

P-3227

ANNEXURE -1



TOLERANCE AS PER MUN 501.8/1

NOMINAL DIMENSION	ALLOWABLE DIMENSION		WEIGHT IN Kg/m.
	b	a	
6 x 0.25	-0.09	± 0.02	0.012
7 x 0.12		± 0.01	0.007
7 x 0.2		± 0.02	0.011
7.5 x 0.12		± 0.01	0.007
7.5 x 0.15			0.009
* 8 x 1.00		± 0.04	0.063
8.5 x 0.12		± 0.01	0.009
8.5 x 0.15			0.010
8.5 x 0.2		± 0.02	0.014
8.5 x 0.25			0.017
10 x 0.12		± 0.01	0.009
10 x 0.15			0.012
10 x 0.2		± 0.02	0.016
11 x 0.12		-0.11	± 0.01
11 x 0.25	± 0.02		0.022
11 x 0.12	± 0.01		0.012
12.5 x 0.15			0.019
12.5 x 0.25	± 0.02		0.025
13.5 x 0.2			0.021
15 x 0.12	± 0.01		0.014
15 x 0.15			0.018
15 x 0.2			0.024
16 x 0.25	± 0.02		0.031
17 x 0.2		0.031	

\* RADIUS OF EDGE 0.2 mm AT NOMINAL SIZE 8X1.

REVISION:

WORKED BY	N.K.K.	<i>[Signature]</i>	7.7.92
CHECKED BY	SKK	<i>[Signature]</i>	7.7.92



**PRE-QUALIFYING CRITERIA FOR PROCUREMENT OF SEALING STRIP FOR STEAM  
TURBINES THROUGH OPEN TENDER**

**Enquiry No.**

Suppliers of sealing strip has to furnish and fulfill the following requirements:

**1.0 SCOPE OF SUPPLY:**

Supply of sealing strip shall be as per the following applicable documents,

- a) Sealing strip material and supply as per the ordering specification & drawings
- b) Manufacturing and Inspection as per the ordering specification & drawings.

**2.0 MANUFACTURING AND TESTING FACILITIES:**

The details of manufacturing and testing facilities of the manufacturer shall be submitted in the format enclosed as Annexure-1 for assessment by BHEL.

**3.0 FIRST PIECE QUALIFICATION / PROCESS QUALIFICATION:**

Suppliers shall explicitly confirm their acceptance for the process qualification. Process qualification required for every size of sealing strip performed by the supplier before starting production for the first order.

For the first time supplies, the supplier shall submit a MPP including the stage wise detailed manufacturing process (with control parameters at each stage) and quality checks planned to be followed during manufacture of the material

For process qualification and starting actual production, Vendor shall manufacture pilot lot of 10 kgs for each size as per the specification and ordering drawings. Inspection of pilot lot of each size shall be carried out in the presence of BHEL Hyderabad representative / TPIA as per order conditions. Based on test results, Pilot lot will be accepted by BHEL and process will be qualified for final manufacturing, Vendor shall confirm the same.

**4.0 PAST EXPERIENCE:**

The manufacturers who are having experience of manufacturing and supplying sealing strip for OEMs of steam turbines will be considered for the present enquiry. Minimum one PO shall be successfully executed in last 15 years.

In support of above, the vendor has to furnish reference PO details, in the format given below:

<b>Sl.NO</b>	<b>Purchase order number /customer details</b>	<b>Material Grade</b>	<b>Dimension:</b>	<b>Delivered Qty</b>	<b>Date of supply</b>

Evidence of the dispatched sealing strip (preferably Material Test Certificate copies) shall be submitted.

**ANNEXURE -1**

**DETAILS OF THE MANUFACTURER FOR SUPPLYING SEALING STRIP FOR THE FIRST TIME TO  
BHEL HYDERABAD**

BHEL ENQ. NO. :

DATE:

<b>1.0</b>	<b>ORGANISATIONAL INFORMATION</b>		<b>BHEL REMARKS</b>
1.1	MANUFACTURER NAME :		
1.2	HEAD OFFICE ADDRESS: TELEPHONE NO. WEB SITE		
1.3	FACTORY / WORKS ADDRESS: TELEPHONE NO. E-MAIL ( of the chief contact person )		
1.4	BRANCH OFFICE / MARKETING OFFICE ADDRESS TELEPHONE E-MAIL( of the chief contact person )		
2.0	MANUFACTURING FACILITIES(IN-HOUSE):		
2.1	FACILITIES :	CAPACITY / SIZE	
2.2	HEAT TREATMENT FACILITIES ( INCLUDING QUENCHING FACILITIES)		
2.3	OTHER MANUFACTURING FACILITIES		
3.0	TESTING FACILITIES:		
	TESTING FACILITY	EQUIPMENTS/MACHINES	CAPACITY / SIZE
3.1	CHEMICAL		
3.2	MECHANICAL TEST		
3.3	MPI/DP		
3.4	ULTRASONIC TEST		
3.5	OTHER FACILITIES		
<b>4.0</b>	<b>MANUFACTURER CREDENTIALS</b>		
3.1	CUSTOMER REFERENCE LIST OF SAME ITEMS		
3.2	PRODUCTION RANGE ( SIZE AND MATERIAL GRADES)		
3.3	COPY OF VALID ISO 9000 CERTIFICATE FOR THE MILL		
3.4	ANY OTHER INFORMATION LIKE REGISTRATION / SUPPLIES TO SISTER UNITS OF BHEL WITH EVIDENCES ( OPTIONAL INFORMATION)		

- Note:
- 1) The above data shall be furnished / certified by the manufacturer only. Data certified by any other agencies will not be accepted
  - 2) Any of the process / operation is sub-contracted, shall be mentioned by giving the details of the facilities and tie - up letter.
  - 2) Manufacturer catalogues shall also be provided
  - 3) The above information will be used for scrutinizing the technical offers for the above mentioned enquiry
  - 4) BHEL may visit vendor's works for evaluation before technically accepting the offer. Vendor shall confirm the same.

SIGNATURE AND COMPANY STAMP OF THE MANUFACTURER

Vendor's Name & Address:		<b>VENDOR MANUFACTURING QUALITY PLAN</b>						QP. No.:					
		Customer : BHEL, HYDERABAD -32			BHEL P. O .No.:			Rev.:	Date :				
		Project :			P.O.Date :			Page 1 of 1					
		Product :			BHEL Spec :			Rev :					
SL NO	COMPONENTS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	
<b>1.0</b>	<b>RAW MATERIALS &amp; BOUGHT OUT ITEMS</b>												
<b>2.0</b>	<b>INPROCESS INSPECTION</b>												
<b>3.0</b>	<b>FINAL INSPECTION &amp; TESTING</b>												
<b>4.0</b>	<b>SURFACE PREPARATION &amp; PAINTING</b>												
<b>5.0</b>	<b>PRESERVATION &amp; PACKING</b>												

**Notes:**

1. Drawing / Data Sheet / Specification shall prevail over Quality Plan in case of any contradiction.
2. Latest revision of Drawing / Specification shall be applicable.
3. All Manufacturing equipment, inspection equipment, heat treatment furnace / equipment shall be calibrated with applicable validity on the date of manufacture / inspection.

**VENDOR TO NOTE (DO NOT SHOW THIS IN QP) THIS FORMAT IS IN MICROSOFT WORD. HEADER & FOOTER SHALL BE AVAILABLE IN EACH PAGE OF QP. QP SHALL BE IN LANDSCAPE & A4 SIZE ONLY. FONT SIZE SHALL BE MIN 10. VENDOR SHALL SIGN & STAMP IN EACH PAGE OF QP. LOI REF & DATE ARE NOT ACCEPTABLE. P.O.NO. & DATE SHALL BE INDICATED. QP NO. SHOULD BE UNIQUE AND SHALL NOT REPEAT. ALL THE TESTS / CHECKS INDICATED IN THE BHEL SPEC. SHALL BE INDICATED IN THE QP.**

LEGEND: P : PERFORM, W : WITNESS, V : VERIFICATION. INDICATE 1 : BHEL / BHEL NOMINATED INSPECTION AGENCY , 2 : VENDOR , 3 : SUB-VENDOR , 4 : BHEL'S CUSTOMER / CONSULTANT AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P W & V. * FOR ITEMS MARKED ✓ (TICK) UNDER COLUMN 'D', TEST CERTIFICATES SHALL BE SUBMITTED TO BHEL FOR RECORDS.	PREPARED BY	REVIEWED BY	APPROVED BY	APPROVED BY
	VENDOR'S SIGNATURE & STAMP	BHEL QA SIGNATURE & STAMP		CUSTOMER'S SIGNATURE & STAMP

Vendor's Name & Address:		<b>VENDOR MANUFACTURING QUALITY PLAN</b>						QP. No.:			
		Customer : BHEL, HYDERABAD -32			BHEL P. O .No.:			Rev.:	Date :		
		Project :			P.O.Date :			Page 1 of 1			
		Product :			BHEL Spec :						
SL NO	COMPONENTS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY P   W   V	REMARKS

### Annexure – I

**Notes:**

1. PRE-DESPATCH INSPECTION PHOTOGRAPHS OF THE EQUIPMENT/ITEM SHALL BE INCLUDED IN QUALITY DOCUMENTATION.
2. LATEST VERSION OF STANDARDS/DRAWINGS /TOLERANCES ETC TO BE MENTIONED IN QUALITY PLAN/DRAWING. THIS QP SHOULD BE READ ALONG WITH BHEL SPEC, BHEL DRAWINGS / APPROVED DRAWINGS, DATA SHEET, BOM AND PO.
3. DRAWING / DATA SHEET/ SPECIFICATION SHALL PREVAIL OVER QUALITY PLAN IN CASE OF ANY CONTRADICTION.
4. BHEL RESERVES THE RIGHT FOR CONDUCTING REPEAT TEST, IF REQUIRED.
5. BHEL APPROVED INSPECTION ENGINEERS TO BE DEPLOYED FOR INSPECTION.
6. ONLY LEVEL II & ABOVE QUALIFIED PERSON IN RESPECTIVE NDE TO VERIFY OR WITNESS THE NDT TEST REPORT/RESULTS.
7. INSPECTION TO BE OFFERED ONLY AFTER ENSURING THAT ALL DOCUMENTS (QUALITY PLAN, DRAWINGS, DATA SHEET, PURCHASE SPECIFICATIONS, ETC) ARE AVAILABLE AS PER PURCHASE ORDER.
8. VENDOR TO OFFER ORIGINAL TEST CERTIFICATES ISSUED BY THIRD PARTY LABORATORIES OR SUPPLIERS.
9. VENDOR TO ENSURE WITH TPIA THAT A NOTE 'COMPARED WITH ORIGINAL TEST CERTIFICATE. REVIEWED, VERIFIED AND FOUND IN ORDER' SHALL CONTAIN WITH EVERY INSPECTION REPORT.
10. ONLY VALID AND CALIBRATED MEASURING INSTRUMENTS AND EQUIPMENT SHALL BE USED – TPIA TO VERIFY.
11. VENDOR TO ENSURE WITH TPIA THAT MATERIAL TEST CERTIFICATES & TRACEABILITY RECORDS ARE AVAILABLE FOR USE OF CORRECT MATERIAL.
12. QUALIFICATION OF EQUIPMENT, PROCESS & PERSONNEL FOR SPECIAL PROCESSES LIKE WELDING, BRAZING, PAINTING & METAL COATING ETC. (AS APPLICABLE AS PER PO) SHALL BE ENSURED.
13. VENDOR TO ENSURE THAT ALL CERTIFICATES ARE ENDORSED BY TPIA WITH COMMENTS (WITNESSED OR VERIFIED) AS PER QUALITY PLAN.
14. VENDOR SHALL OFFER LOG SHEETS CONTAINING ACTUAL MEASURED VALUES INSTEAD OF SAYING OK/NOT OK TO TPIA.
15. VENDOR SHALL SUBMIT COMPLETE INSPECTION AND TEST DOCUMENTATION WHICHEVER IS IDENTIFIED WITH (v) UNDER COLUMN 'D' OF APPROVED QUALITY PLAN SHALL BE ENCLOSED WITH THE INSPECTION REPORT.
16. VENDOR SHALL SUBMIT ORIGINAL COPIES OF ALL INSPECTION AND TEST DOCUMENTS AUTHENTICATED BY TPIA.

LEGEND: <b>P</b> : PERFORM, <b>W</b> : WITNESS, <b>V</b> : VERIFICATION. INDICATE 1 : BHEL / BHEL NOMINATED INSPECTION AGENCY , 2 : VENDOR , 3 : SUB-VENDOR , 4 : BHEL'S CUSTOMER / CONSULTANT AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P W & V. * FOR ITEMS MARKED ✓ (TICK) UNDER COLUMN 'D', TEST CERTIFICATES SHALL BE SUBMITTED TO BHEL FOR RECORDS.	PREPARED BY	REVIEWED BY	APPROVED BY	APPROVED BY
	VENDOR'S SIGNATURE & STAMP	BHEL QA SIGNATURE & STAMP		CUSTOMER'S SIGNATURE & STAMP
Format no. : HYQA/QP/VMQP Rev.03				

## Guidelines to vendors for preparation of Quality Plan

Page 1 of 2

1. QAP shall be made in landscape mode on A4 size paper as per the format enclosed.  
Font size shall be minimum 10.
2. Each page of QAP shall contain the following information.
  - a) Vendor's name & address.
  - b) Customer : BHEL, Hyderabad.
  - c) Project : as indicated in P.O.
  - d) BHEL Product Standard Number/revision number as indicated in P.O.
  - e) BHEL Purchase Order Number & Date. LOI Ref. No. is not acceptable.
  - f) Product : as per P.O. description.
  - g) QAP Number (shall be unique & shall not repeat) / Revision number / date.
  - h) Page number and number of pages
  - i) Vendor signature & stamp
3. QAP shall contain four parts / stages as follows.
  - a) Raw materials and bought out items.
  - b) In-process Control / Inspection.
  - c) Final assembly, Inspection & Testing.
  - d) Painting, preservation & packing.
4. Under 'Component', indicate name of the component (say casing, rotor, pressure gauge, etc).
5. Under 'Characteristics', indicate appropriately (say chemical analysis, mechanical properties, NDT (UT,DP etc), Hydrostatic test, calibration check etc.)
6. Under 'Class', indicate minor, major or critical depending on the importance of characteristic.
7. Under 'Type of check', indicate appropriately (say chemical, mechanical, UT, DP etc.)
8. Under 'Quantum of check', indicate appropriately (say 100%, 10%, sample, per melt, per heat, all pieces etc.)
9. Under 'Reference document' and 'Acceptance norms', appropriate National / International standards, BHEL standards, approved drg references etc should be indicated. It is not correct to mention as "Vendor's internal standards or Vendor's standard practise etc". If vendors' internal standards are referred, same shall be in line with BHEL Spec. indicated in the P.O. These may require review & approval by our Engineering dept.
10. Under 'Format of record', indicate appropriately supplier's Test certificate, calibration certificate, lab report, inspection report etc.
11. Please refer 'Agency' in QAP format.  
"Under P: Perform, W: Witness, V: Verify  
Indicate against each characteristic 1: (BHEL / BHEL Nominated inspection agency),  
OR 2: (Vendor / Sub-Vendor)  
Note: Performing agency is normally vendor or his sub vendor (Legend 2). Where witness points are indicated in specification, P.O., Drawing etc., for such operations, under Witness (W) column use 1. Under 'Verify' column, use code 1
12. Under 'D' please put (✓ Tick) against each characteristic where vendor proposes to submit test certificate / report etc OR as required as per BHEL Spec.
13. Vendor's signature & stamp should be available on each page of QAP.
14. Vendor should read the BHEL Product Standard thoroughly and QAP should be made only in line and relevant to the Specification & Approved Drgs.

## Guidelines to vendors for preparation of Quality Plan

15. The following operations / characteristics / check points may be included (**As Appropriate**)

- a) Visual check
- b) Dimensional check
- c) Mechanical and Chemical properties.
- d) Surface preparation before painting (by chemical cleaning, sand blasting, shot blasting etc as the case may be.)
- e) Painting check for shade, finish, Dry Film Thickness (DFT), Adhesion / peel-off test etc.
- f) Check for correctness for all components mounted as per General arrangement Drg, Bill Of Materials (BOM), etc for range, rating, make, colour, size, location as per GA, quantity, label description including tag nos., annunciator facia, loose components, accessories, spares etc.
- g) Verification of test certificate for protection class for the enclosures.
- h) Mechanical functioning of switches.
- i) Continuity of earthing and provision of earth points.
- j) Colour coding of wiring, size, tightness & dressing of wiring.
- k) Review of test certificates of assembled items, raw materials, internal test reports etc.
- l) Witness of functional checks, which may include mechanical run & electrical run, H.V. test, IR measurement, Electrical and Mechanical tests etc.
- m) PQR, WPS, Welder Qualification Record, welding records (fit up, DP) etc.
- n) Material identification (for punch marks of serial numbers, Heat No, Melt No, Inspector's stamp etc)
- o) Hydraulic Pressure Test, Pneumatic Pressure Test, Liquid Penetration Examination and other Non Destructive Tests.
- p) Tests on Galvanised items (Visual, Hammer Test, Knife Test, Thickness, Preece Test (Copper sulphate test), Hydrogen evaluation test, Stripping test (for Mass of Zinc coating)
- q) All tests as per BHEL Product Standard & approved drawings including Type tests and Routine tests on individual items and on System as a whole.
- r) Packing and Preservation.



( Attachment to Enquiry No. XXXXXXXXXXXX Due on Date XX.XX.XXXX for submission by 11.00 hrs to open from 14.00 hrs.)			
<b>INSTRUCTIONS TO BIDDER (ITB)</b>			
<b>NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".</b>			
Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>1</b>	<b>SCOPE OF SUPPLY:</b>		
	Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID <a href="mailto:technicalbid_hyd@bhel.in">technicalbid_hyd@bhel.in</a> , and price bid to be submitted to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.		
<b>2</b>	<b>GENERAL INSTRUCTIONS:</b>		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		<b>Non Deviatable</b>
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> as an attachment only.		<b>Non Deviatable</b>
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		<b>Non Deviatable</b>
D	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		<b>Non Deviatable</b>
E	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		<b>Non Deviatable</b>
F	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		<b>Non Deviatable</b>
G	Unsolicited offers shall not be considered.		<b>Non Deviatable</b>
<b>3</b>	<b>OTHER PARTICULARS (Please indicate applicable data)</b>		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		
<b>4</b>	<b>BID SUBMISSION PROCEDURE:</b>		
A.	<b>For Single Part Bids:</b> Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure mentioned in 2 (B).		<b>Non Deviatable</b>
B.	<b>For two-Part Bids:</b>		

i	Two part bid consisting of i)Techno-commercial Bid - ( Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, <u>except the price.</u> super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.		<b>Non Deviatable</b>
ii	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.		<b>Non Deviatable</b>
iii	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
iv	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrant changes in prices.		<b>Non Deviatable</b>
v	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		<b>Non Deviatable</b>
<b>5 Delivery Instructions</b>			
A Indigenous Purchase			
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry, Insurance in the scope of supplier.		
B. Imports			
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchase order.		
<b>6 Documentation:</b>			
A Indigenous Purchase			
	Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copy of LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided. Softcopies of the above documents shall be uploaded in Pradan portal <a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a> immediately after dispatch of the material		<b>Non Deviatable</b>
B Imports			
	i) Seller shall inform the purchaser the readiness of material along with packing details well in 30 days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal ( <a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a> ) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment. ii) In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the date of Shipment. iii) In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following 1. Port of discharge -- "Nhavaseva"/chennai 2. Place of Delivery / Final Destination - "ICD Sanath Nagar". 3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL.		
	iv) In case of Air shipment, the following dimensions of single package may be noted. a). Dimension of the cargo(ODC) -- > 125" x 88" x 63"		

b).Weight of the cargo -- >3.5 MT.

If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder

(v). Recovery charges for non-submission of documents : -

Seller shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.

If BHEL incurs any charges such as Penalty, demurrage, container detention, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under:

1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector

A. For EX-WORKS / FCA/ FAS / FOB Sea Consignments:-

Penalty for late submission / negotiation of documents beyond 14 days shall be as under:

Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container	
		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container
i	Upto 14th day	Nil	Nil	Nil
ii	15th day onward	USD 10	USD 50	USD 105

B. For CIF / CFR / CIP / CPT Sea Shipments:-

For CIF / CFR / CIP / CPT Sea Shipments, Vendor shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Vendor as per the rates quoted by the Vendor at the time of offer in this regard.

In case of Break bulk cargo and LCL Demurrage/storage charges shall be recovered at rate of USD 10 per day and storage charges rate of USD 10 per week respectively shall be charged as late presentation charges.

(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C

Any other additional documents sought by the statutory authorities, the same shall be produced by the seller on priority basis.

(vii) Seller shall provide package details including number of packages, gross weight, net weight etc.

(viii) The seller shall provide the following documents at the time of submission of offer :-

- a) No Business Connection in India declaration issued by the seller as per the format specified. (or)
- b) (i) No Permanent Establishment in India declaration issued by the seller as per the format specified.  
(ii) Tax Residence Certificate issued by the seller's tax authorities.  
(iii) Form 10F issued by the supplier.
- c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act or

Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the seller's country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.

7	Delivery Schedule		
A	<p>The tendered goods shall be delivered within the period stipulated in PO . Delivery <b>at BHEL</b> can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery <b>earlier than</b> 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchase department.</p> <p>Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date.</p> <p>(In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date )</p>		<b>Non Deviatable</b>
B	<p>Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms &amp; conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.</p>		
8	<b>Pricing Terms</b>		
	Prices once quoted shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the NIT.		<b>Non Deviatable</b>
9	<b>PRICE VALIDITY :</b>		
	<p>Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid).</p> <p>However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1 year from the date of Placement of PO for the main equipment.</p>		
10	<b>Taxes &amp; Duties (RATE TO BE INDICATED by the bidder against the space provided )</b>		
A	Indigenous Purchase		
	The Taxes as applicable shall be quoted in the following manner.		
i	Vendor to indicate HSN of Goods or SAC of Services.		
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
	<p>NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.</p> <p>Taxes prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.</p>		
iii	Any other taxes & duties not covered anywhere above may be indicated separately.		
iv	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		<b>Non Deviatable</b>
B.	Foreign Purchase ( Imports )		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		<b>Non Deviatable</b>
ii	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		<b>Non Deviatable</b>
11	<b>Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.</b>		

A	<p><b>Indigenous:</b>                  100% payment along with taxes, freight &amp; insurance will be made within 75 days from the date of receipt of complete documentation as per PO. However payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores.                  For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act.                  Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.                  *The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less.                  In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.</p>		
B	<p><b>Imports:-</b>                  i) 100% payment (less Indian Agency Commission, if any) shall be paid <b>through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days</b>                  ii) LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date <b>LC will be opened within 7 working days from the date of request.</b></p>		
C	<p>Note:                  1) No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks.                  2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within <b>fifteen days</b> after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit).  <b>Tender Cost wherever applicable is not refundable.</b></p>		<b>Non Deviatable</b>
D	<p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>		
12	<p><b>Penalty clause:</b>                  In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.</p>		
13	<p><b>Excess materials</b> supplied beyond tolerance limit as specified in PO, will not be accounted for.</p>		<b>Non Deviatable</b>
14	<p><b>Rejected materials</b>, if any, shall be collected by the vendor within 90 days of such communication to the vendor. Beyond 90 days a ground rent of 0.25 % of the value of the material per week will be levied for a maximum period of two weeks.. Beyond this period the supplier forfeits their right to the materials.</p>		<b>Non Deviatable</b>
15	<p><b>Guarantee / Warranty Period :</b>                  (Deviation to this clause is not acceptable.)                  Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible.                  Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods.  <b>The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</b></p>		<b>Non Deviatable</b>

**NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.16.**

**The Vendors may specifically note the following.**

<b>16</b>	<b>Evaluation and Loading Criteria:</b>
A	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
B	In case of foreign bidders, the quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost:
i	- Import duty as applicable at the time of <b>Technical/ Part-I bid opening</b> .
ii	- Port handling/ clearing charges & inland freight and insurance: @ 5% of CIP value (10% for plates, pipes & structurals).
iii	In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows: 0.5% for unloading at Port of Destination Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structurals)
C	In case of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (9% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
D	Deviated Penalty: Any loading on penalty clause shall be 10% or to the extent to which the vendor has opted for deviation.
E	Deviated Payment Terms: Terms: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.
<b>17</b>	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
<b>18</b>	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.
<b>19</b>	<b>INTEGRITY PACT</b> Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees five crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.
<b>20</b>	<b>Public Procurement</b>
<b>A</b>	<b>Make in India</b> For this Procurement , the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier , is as defined in Public Procurement ( Preference to Make in India ) , Oct 2017 dated 04.06.2020 issued by DPIIT . In case of subsequent orders issued by the nodal ministry , changing the definition of local content for the items of the NIT , the same shall be applicable even if issued after issue of this NIT , but before opening of Part – II bids against this NIT Proforma for self certification for minimum local content and auditor's certification is given in Annexure III .
<b>B</b>	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority . <a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a> to be referred for latest details of competent authority and exemptions . Proforma for self certification for compliance is given in Annexure IV
<b>21</b>	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) – Indigenous Purchase</b>
<b>21</b>	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying earnest money deposit .
<b>A</b>	NSIC registered unit bidders shall submit NSIC Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the supplier submits these documents
<b>21</b>	In tender,if MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the bid along with relevant documents . This is applicable in case of item-level evaluation tenders and divisible tenders .
<b>21</b>	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
<b>21</b>	BHEL HPEP is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines
<b>D</b>	



22	Startups : For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications . Startups are exempt from paying earnest money deposit.
23	For Claiming Payments <b>for goods</b> received at BHEL works / Site from Vendors' Works) a. Original of Invoice marked as ORIGINAL FOR RECIPIENT b. Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER c. Packing List - clearly showing number of packages, gross weight and net weight. d. Warranty/Guarantee certificates (If applicable as per PO terms) e. Insurance certificate f. Third Party Inspection Certificates. g. LR Copy signed & stamped by Site incharge / Customer for site deliveries) (For material received at BHEL payment will be made against GR for accepted quantity)
24	Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
25	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
26	Applicable Conditions :These General conditions of Contract for Purchase apply to all enquiries, tenders, request for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliverables") to Bharat Heavy Electricals Limited, Ramachandrapuram , Hyderabad (hereinafter referred to as "BHEL" or the Purchaser) or its projects/customers. Any deviations from or additions to these General conditions of contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to Purchaser. Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.
27	Being PMD Vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list Vendor shall ensure that PAN details are available/updated with BHEL, else Vendor shall attach PAN details with enquiry failing which offer shall be liable for rejection.
28	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status
29	Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
30	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
31	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings.
32	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
33	All drawings as also all patterns and tool supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.
34	Any amount payable by the consignor / supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other work / contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.
35	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com
36	Definitions
Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.	
36 A	Purchaser' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
36 B	'The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or vendor.

36 c	<p>'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract.</p> <p>In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/offer.</p>
37	<p>'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.</p>
38	<p>Ordering and confirmation of order</p>
	<p>The seller shall send the order acceptance in Toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations.</p> <p>The Purchaser order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Purchaser) from the date of P.O.</p> <p>Purchaser, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.</p>
39	<p>Execution</p>
	<p>The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.</p>
40	<p>Progress Report</p>
	<p>The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned.</p> <p>Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal (<a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a> ).Non updation will adversely affect service rating of vendor performance.</p>
41	<p>Product information, Drawings and documents / Non-disclosure and Information Obligations</p>
	<p>Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract.</p> <p>The seller shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each.</p> <p>All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party.</p> <p>The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The seller shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Purchaser has agreed to this in writing beforehand. The seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser.</p> <p>In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non disclosure agreement to be entered as per <b>Annexure- II</b> wherever applicable.</p>
42	<p>Inspection and Testing</p>
42 A	<p>The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of Purchaser.</p> <p>Purchaser has the right to inspect at any stage during manufacture/ delivery. In the event of rejection, Purchaser shall inform the seller accordingly and Purchaser shall be entitled to replacement or repair at his discretion or may proceed to terminate or cancel the agreement. All this, does not affect Purchaser's right to recover compensation.</p>

<b>42 B</b>	<p>Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the seller's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the seller shall obtain for purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the seller's premises. Such inspection, examination and testing, if made shall not release the seller from any obligation under the contract.</p> <p>For indigenous suppliers all costs related to first inspection request shall be borne by the purchaser and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the seller. In case of imports all inspection charges including third party inspections if any shall be borne by the seller. The cost of inspection staff/third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the seller or any of his sub-contractor/s, seller shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.</p> <p>Cost of any type test or such other special tests shall be borne by the seller unless otherwise specifically agreed in the contract. The Seller shall give the authorized representative of the purchaser reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure - I may be strictly be complied with for the time lines. Any delay in submission of the documents by the vendor will not alter the delivery date.</p>
<b>43</b>	<b>Quality and Condition of the Deliverables</b>
	The seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging and raw and ancillary materials.
<b>44</b>	<b>Packaging and Dispatch</b>
	<p>The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the enquiry shall be fully complied.</p> <p>Each package must be marked with consignee name, P.O. number Package No. gross weight &amp; net weight, dimensions (LxBxH) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with P.O. item No. &amp; quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.</p>
<b>45</b>	<b>Delivery:</b>
	Except as otherwise indicated in the Purchase order, delivery shall be FOR (Destination) for indigenous orders and CIP for imported orders. The delivery date (s) or delivery period (s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each P.O. item. Partial shipments may however, be permitted by the purchaser on prior intimation from the Seller. Unless specifically agreed otherwise, transit insurance coverage will only be within India for imported consignments by BHEL. Accordingly, the seller shall send an intimation to the Purchase officer/Manager giving Purchase Order No., shipping particulars, Invoice value etc., immediately on dispatch of goods.
<b>46</b>	<b>Penalty</b>
	<p>The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 54 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case.</p> <p>If the Seller 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 the value of the Purchase Order. However, penalty for delayed delivery will be calculated on 100% of the purchase order value if the material supplied cannot be put to intended use.</p> <p>The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. Penalty amount so determined along with applicable GST thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.</p> <p>For delay analysis, period referred in Annexure-I will be considered as standard time lines for various major activities.</p>
<b>47</b>	<b>Transfer of Ownership and Risk</b>
	The risk for the delivery remains with the seller until the goods are delivered at the agreed place. However ownership shall get transferred as per terms of purchase order in line with INCOTERMS.
<b>48</b>	<b>Price, invoicing and payment</b>
	<p>The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding , loading and carriage to the place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number &amp; date, item number/s and supporting documents as called for in the Purchaser order.</p> <p>The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer.</p> <p>- Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.</p>

	<p>Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of tender opening (part 1 in case of two part bid), after successful completion of the contract.</p> <p>If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports.</p> <p>In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller.</p> <p>Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.</p>
<b>49</b>	<p>Contract variations; Increase or decrease in the scope of supply</p>
	<p>Purchaser may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work which the seller should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the vendor without any price implication.</p>
<b>50</b>	<p>Short shipments/ warranty/guarantee replacements</p>
	<p>In case of any short shipment during initial supply which is subsequently dispatched by the seller or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items. Taxes, if any paid by indigenous vendor for short supply, guarantee /warranty replacement, repair activity shall be to vendor's account only. Vendor has to raise a credit note for short supplied quantity as per GST provisions.</p>
<b>51</b>	<p>Rejection/Replacement</p>
	<p>The seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/FOR-BHEL Stores/designated destination basis within such period. In the event of the seller's failure to comply. Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the seller. Vendor has to raise a credit note for rejected quantity as per GST provisions.</p> <p>In case defects attributable to seller are detected during processing of the goods at purchaser's / his subcontractor works, the seller shall be responsible for replacement /repair of the goods as required by the purchaser at seller's cost.</p>
<b>52</b>	<p>Export Administration Regulations</p>
	<p>If a delivery includes such technology and / or supply that is subjected to the export regulations the seller shall obtain due permissions, approvals, license etc.</p>
<b>53</b>	<p>Cancellation / Termination of contract and risk purchase</p>
	<p>Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that :</p> <ul style="list-style-type: none"> <li>-The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party.</li> <li>-Any misrepresentation or hiding of material fact if detected at a later stage.</li> <li>-The delivery is rejected after inspection or re-inspection.</li> <li>-In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days,</li> <li>- In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. Incase the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.</li> </ul>
<b>54</b>	<p><b>Force Majeure</b></p>
	<p>The supplier 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.</p> <p>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 supplier to BHEL by registered letter/courier service immediately without loss of time.</p> <p>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.</p> <p>In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
<b>55</b>	<p>Non-waiver of Defaults</p>
	<p>If any individual provision of the contract is invalid, the other provisions shall not be affected.</p>

<b>56</b>	<b>Settlement of Disputes</b>
	(i) Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Purchaser, subject to written appeal by the seller to the purchaser, whose decision shall be final. (ii) Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration (iii) The seller shall continue to perform the contract, pending settlement of disputes(s).
<b>57</b>	<b>Conciliation clause</b>
	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 <a href="http://www.bhel.com/index.php/story_details?story=2454">http://www.bhel.com/index.php/story_details?story=2454</a> . 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
	<b>ARBITRATION (WITH SOLE ARBITRATOR)</b>
	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration . Sole arbitrator to be appointed by Head of the Unit - BHEL , HPEP .
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.
	The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
	Subject to the arbitration in terms of clause 57, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
	<b>ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT</b>
	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 as mentioned in DPE 0M No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018
<b>58</b>	<b>Applicable Laws and jurisdiction of Courts</b>
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.
<b>59</b>	<b>BHEL-Fraud prevention policy shall be adhered to.</b>
	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 <a href="http://www.bhel.com">http://www.bhel.com</a> 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 is hosted on BHEL Hyderabad website <a href="http://web.bhelhyd.co.in">web.bhelhyd.co.in</a>
<b>60</b>	<b>Suspected Cartel Formation</b>
	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 .

Note: Purchase officer has to fill Annexure-I while sending enquiry

Annexure-I			
Major Activity timelines shall be considered for indigenous purchases			
S No	Activity	Agency	Timeline
1	PO acknowledgement	Vendor	_____ days from PO
2	Submission of Drawings and QP	Vendor	_____ days from PO
3	Approval of Drawings and QP	BHEL/Customer	_____ days from PO
4	Raising of Inspection Call	Vendor	_____ days from PO
5	Inspection completion	Self/BHEL/Third party inspection agency	_____ days from inspection call date
6	Despatch Instructions	BHEL	_____ days from inspection report
7	Receipt of Material	Vendor	_____ days from Despatch instructions

Above is illustrative only. Purchase department can add more activities depending on nature of product/contracts

However absence of this annexure in NIT will entail non processing of delivery extension cases in case of delay in supplies of goods owing to reason attributable to BHEL.

(To be executed on Non- Judicial Stamp Paper for an appropriate value.  
To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD)

**ANNEXURE-II**

**Framework Confidentiality Agreement Cum Undertaking**

This Agreement made on this the \_\_\_\_\_ day of (month) \_\_\_\_\_ 20 \_\_\_\_ (“Effective Date”) by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its \_\_\_\_\_ Unit (hereinafter may be referred to as “BHEL” or “the company”).

And

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

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

**RECITALS**

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

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

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

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

**1. Definitions:**

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

- A. **“Contract”** means the contract entered into with a supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. **“Technical Information”** includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.
- E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.
- F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.

3. **Agreement deemed to be incorporated in each contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

#### 4. **Ownership:**

4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

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

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

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

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

## **5. Use and Non – Disclosure:**

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

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

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

## **6. Exceptions:**

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

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of \_\_\_\_\_ years from the date when the complete Technical Information has been returned in portions on different dates, the period of \_\_\_\_ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of \_\_\_\_\_ years.

## **8. Warranties & Undertakings:**

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

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

#### **10. Arbitration & Conciliation:**

1. Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause 55, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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

#### **In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and

justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

2. INTEREST CLAUSE:

In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.

**“No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”**

**11. Governing Law & Jurisdiction:**

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

**SIGNATURE**

**WITNESSES**

**1**

**Name:**

**Address:**

**2**

**Name:**

**Address:**

## Annexure - III

### **Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore**

"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. \_\_\_\_\_."

**Auditor's certification with respect to minimum local content on the letter head of Statutory Auditor for tender value above Rs.10 crore**

"We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. \_\_\_\_\_ (to be filled as notified in the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against BHEL's tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."

## Annexure - IV

### Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s ..... fulfills all requirements in this regard and is eligible to be considered . ( where applicable , valid registration by the competent authority shall be attached )

Sd/-

Authorised Signatory with Stamp