



**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-PIN 249403**

**FAX NO: 0091 1334 226462**

**PHONE NO: 0091 1334 281275**

**BHEL OPEN TENDER ENQUIRY No: T/T212/22/1025N/1**

**M/s.....**

**Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / 2022**

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

The tender is invited on the E-Procurement Portal (<https://eprocurebhel.co.in/nicgep/app>) from the manufacturers (registered as well as unregistered) for the items **FORGING FOR IP SHAFT (R/M) Annexure- (Item Details)**.

**Note: The Offer shall be submitted on the NIC E-Procurement portal only.**

**SPECIAL INSTRUCTIONS OF ENQUIRY-**

1. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. If vendor do not mention anything about LD clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
2. Vendors to confirm and endorse enclosed BHEL QP "QA/CF/QP/105, rev08" (**Annexure-QP**).
3. Vendors to confirm Inspection shall be done by BHEL/BHEL nominated inspection agency (TUV) & NTPC as per finally NTPC approved QP. Inspection by customer at vendor works may be done as per customer approval letter. Test certificates shall be submitted by the vendor with clear marking of QP clause number at the top of each page. Also, test certificates shall be arranged QP clause wise.
4. All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of **Annexure (Pre-Qualification Requirement/PQR)** for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
5. Vendor to offer best delivery schedule. Delivery is not sacrosanct.
6. **Price bid shall be opened of customer approved vendors only.**
7. Credentials as per **Annexure- Sub-vendor questionnaire format** is to be submitted by bidders (who are not customer approved) along with the offer for customer approval. Offers will not be considered if customer does not approve any bidder. Further, Bidder shall confirm any additional customer specific bidder approval requirements as per customer approval letter (if any) without any financial implication else their offer shall not be considered.
8. The evaluation currency for this tender shall be INR.

9. BHEL Standard payment term is “Payment after receipt and acceptance of material/item at HEEP, BHEL-store” as per **General Instruction and Standard Terms & Condition (GISTC), Version June-2021, Rev: 06.**
10. The quotation shall be valid for a **minimum period of 120 days**, effective from the date of tender opening.
11. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
12. The total quantity may undergo change at the time of ordering.
13. Test certificate and Guarantee certificate to be provided by vendor as per specification.
14. Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer.
15. IEM's details are following:

| SI | IEM                                   | Email  |
|----|---------------------------------------|--|
| 1. | Shri Otem Dai, IAS (Retd.)            | <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> |
| 2. | Shri Bishwamitra Pandey, IRAS (Retd.) | <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> |
| 3. | Shri Mukesh Mittal, IRS (Retd.)       | <a href="mailto:iem3@bhel.in">iem3@bhel.in</a> |

16. Clause on IP in the tender

- (a) IP is a tool to ensure that activities and transactions between the company and its Bidder/Contractors are handled in a fair, transparent and corruption free manner. The above said Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.
- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

17. Contact Details of Purchase officer of BHEL are following.
  - a) Ravi Kumar, Manager (PPX-T), PH. No.-01334281275  
E-mail-[ravikumar.r@bhel.in](mailto:ravikumar.r@bhel.in)
  - b) Ankur Meghani, Sr. Manager (PPX-T), PH. No.-01334281274  
E-mail- [ankur.meghani@bhel.in](mailto:ankur.meghani@bhel.in)
18. **BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.**

**Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking**

19. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020

- (i) W.e.f. 01.04.2022, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 20 Crs. in any preceding financial year from 2017-18 onwards.
- (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System.
- (iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.

20. For this tender, only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. Bid of non-local suppliers (if any) shall be out rightly rejected.

21. All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall **not** be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions> ). This item can be procured from the vendors from countries which shares a land border with India, and in such cases, the bidders from countries which shares a land border with India, will **not** be required to be registered with the Competent Authority i.e. registration committee constituted by DPIIT. Therefore, GISTC clause "RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017" is not applicable for this case

22. Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.

- a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.
- b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.
- c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.
- d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.
- e. In case order is to be placed and executed by agent following aspects are to be ensured:
  - Manufacturer of the agent should meet the PQR as defined in tender.
  - Agent should have annual turnover of at least equal to Rs. 500 Lacs of year ended as 31.03.2021 or Year ended as 31.12.2020 where calendar year is in practice. The net worth of the agent should be positive. Agent to submit Audited Balance sheet and Profit & Loss Statement in support of it.
  - Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.

23. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version June-2021, Rev: 06)**. Please visit our site <https://hwr.bhel.com/bhelweb/Home.jsp> for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

The tender documents can be downloaded from our web site <https://eprocurebhel.co.in/nicgep/app/www.bhel.com/> or <https://hwr.bhel.com/bhelweb/Home.jsp>. After downloading the tender documents from web site, while submitting the tender as detailed in “Instruction to Bidders”, intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order /e-payment/ Demand Draft (drawn in favour of ‘BHEL HARIDWAR’) only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender documents are required from BHEL, no tender fee is required to be submitted.**

Vendors must also remit the **requisite EMD (Earnest Money Deposit) of Rs. 2,00,000/- (Rupees Two lakh only)** in the form of Pay Order/ E-payment / Demand draft (drawn in favor of ‘BHEL HARIDWAR’). **If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected.**

In case of pay order/demand draft, soft copy of transaction slip is to be uploaded along with Part 1 on portal while hard copy of the same shall be submitted to BHEL HEEP Haridwar.

“As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), “Traders and agents should not be allowed to avail the benefits extended under the PP Policy.”

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.”

For E-Payment, the RTGS details are mentioned as below:

| Bank Details  | SWIFT Details of bank  |
|---|--|
| STATE BANK OF INDIA<br>RANIPUR BRANCH,<br>OPP: BHEL MAIN GATE,<br>SECTOR-5, RANIPUR,<br>HARIDWAR,<br>UTTRAKHAND, INDIA<br>PIN CODE : 249403 | SWIFT NO: SBININBB225<br>CC ACCOUNT NO :10667995458<br>IFSC CODE : SBIN0000586 |

**As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. A Valid MSE certificate such as Udyam Certificate/NSIC/EM (Part-II) as per GISTC shall be submitted in support of Micro & Small Enterprises (MSEs).**

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

Micro & Small Enterprises (MSEs) are exempted from submission of EMD and/or Tender fees. Documents as detailed in **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC), Version June-2021, Rev: 06** hoisted on our website <https://hwr.bhel.com/bhelweb/Home.jsp> in are to be submitted for availing exemption from submission of Tender Fees & EMDs.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

## **INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER**

### **DEFINITION**

**Registered Vendors** - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

**Un-registered Vendors** - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

**TECHNICAL QUALIFICATION:** Technical Requirement, Pre-Qualifying Requirements/PQR & Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.

### **ESSENTIAL INSTRUCTIONS**

Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website [www.bhel.com](http://www.bhel.com).

BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).

The tender shall be **submitted in two parts** in separate cover as described below on or before the due date:

#### **Part I (Cover-1) - Containing the following:**

1. Pre-Qualifying Requirements/PQR as per **Annexure (PQR)**
2. EMD (Earnest Money Deposit) **Or** Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)
3. **Techno -Commercial Bid/Offer**
4. **Techno-commercial terms and conditions as per Annexure (Techno-commercial terms and conditions).**
5. **Annexure (Self-Certification Certificate (MII))**
6. **Annexure (Signed BHEL QP 'QA/CF/QP/105, rev08')**
7. **Annexure (Vendor credentials, Sub-vendor questionnaire format)**
8. **Annexure (Integrity pact)**

#### **Part II (Cover-2) - Containing the following**

1. **Price Bid as per attached Annexure (Price Bid Format)**

| <b>Salient Details of Notice Inviting Tender (NIT)</b> |                                      |   |
|--|--------------------------------------|---|
| Sl. No.  | Issue                                | Description   |
| <b>1</b>   | Item details                         | As per Annexure- Item details   |
| <b>2</b>   | Issue of Tender Documents            | From BHEL eProcurement website<br><a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a><br>(Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)   |
| <b>3</b>   | Due Date of Offer Submission         | <b>Date: 20.08.2022 Time: 13:45 hrs</b><br><a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a><br>Offer to be submitted in online only through e-procurement Portal.(Bidders are requested to visit website to view corrigendum/ addenda/amendments/ extension/ modification etc. before submitting offer). |
| <b>4</b>   | Opening of Tender (Techno-Commercial | <b>Date: 20.08.2022 Time: 14.00 Hrs</b><br>Notes:   |

|   |                |   |
|---|----------------|---|
|   | Bid, Part-1)   | This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.  |
| 5 | Latest Updates | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal <a href="https://eprocarebhel.co.in/nicgep/app">https://eprocarebhel.co.in/nicgep/app</a> and not in the newspapers. Bidders to keep themselves updated with all such information. |

### **E-Procurement Portal Inputs**

**Procedure for Submission of Offer for E – Tender**-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocarebhel.co.in/nicgep/app> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

### **Hardware and Software requirements for participating in e-tender**

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocarebhel.co.in/nicgep/app>

### **Digital Signature**

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <https://www.bhel.com>

### **NIC portal Helpdesk Contacts**

For any technical related queries please call at 24 x 7 Help Desk Number  
0120-4001 002  
0120-4200 462  
0120-4001 005  
0120-6277 787

### **Email Support**

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority  
Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

### **Note**

**Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained and shall be out rightly rejected.**

**SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.**

## ANNEXURE- ITEM DETAILS

M/S. OPEN TENDER

DUEDATE

20-08-2022

BHEL

HARIDWAR249403

Vendor Code

00001

INDIA

-

| SL | MATERIAL CODE<br>ITEM DESCRIPTION | QUANTITY | UNIT | LOTNO | LOT DELIVERY<br>QTY SCHEDULE |
|----|-----------------------------------|----------|------|-------|------------------------------|
| 1  | W95310201149                      | 2        | NO   | 1     | 1 31/12/23                   |
|    | DRG: 11020156999 REV: 03          |          |      | 2     | 1 31/03/24                   |
|    | FORGING FOR IP SHAFT (R/M)        |          |      |       |                              |
|    | SPEC: HW19468 REV: 07             |          |      |       |                              |

\*\* IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

AS PER OPEN TENDER DOCUMENT.

General Instructions:

Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

| MATERIAL CODE    | QUANTITY | UNIT | LOTNO |
|------------------|----------|------|-------|
| ITEM DESCRIPTION |          |      |       |

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Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

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**RAVI KUMAR**  
**MANAGER(PPX-TURBINE)**

**ANNEXURE- Pre-Qualification criterion – Financial Soundness**

Vendor to quote Net worth of the company of year ending as below and documents like Audited Balance sheet/ Certificate from CA/CPA/Bank / D&B report in support of it.

1. **Year ended as 31.03.2021 Or**
2. **Year ended as 31.12.2020 where Calendar Year is in practice.**

The net worth should be positive for qualifying the criterion.

## ANNEXURE-PQR

| Item        | Material Code | Drawing No                   | Specification No  | Weight  |
|-------------|---------------|------------------------------|---|---------|
| I. P. Rotor | W95310201149  | 11020156999, Rev 03, Sheet 1 | HW19468 Rev.07 (including all cross-referred standards) | 27500Kg |

### Technical Pre - Qualification Requirements for IP Rotor:

#### 1. Minimum Experience\* Requirement:

- a) Vendor must have successfully manufactured and supplied minimum 3 HP / IP Rotor shafts forging for steam turbine in material grade X12CrMoWVNbN1011 meeting the following requirements on enquiry issue date:
- Must have delivered three rotors out of which at least one rotor must be of weight  $\geq 20$  T, barrel diameter  $\geq 800$ mm and rotor length  $\geq 4000$ mm.
  - Must have delivered at least one rotor forging of weight  $\geq 20$  Tons in last 10 years from date of issue of enquiry

In support of above, the vendor has to furnish following details of at least 3 latest supplies in the format given below:

| Sl. No | Purchase Order Number / Customer Details | Material Grade | Dimension: Diameter(max)/ Rotor Length | Delivered weight (kg) | Date of supply |
|--------|--|----------------|--|-----------------------|----------------|
| 1      |  |                |  |                       |                |
| 2      |  |                |  |                       |                |
| 3      |  |                |  |                       |                |

\* Rotors supplied with heat treatment, axial core trepanning, non-destructive testing, Heat stability and residual stress measurement will only be considered for experience.

- b) Following documents are to be submitted in support of above:
- I. Test certificate of one rotor of delivered weight  $\geq 20$  T, barrel diameter  $\geq 800$ mm and rotor length  $\geq 4000$ mm. Test certificates shall cover Chemical, Mechanical including axial core result, thermal stability, NDT & dimension report to clear establish rotor weight, barrel diameter & rotor length.
  - II. Test Certificates / Dispatch documents for one rotor forging of weight  $\geq 20$  Tons supplied in last 10 years.

**Alternatively,** vendor may submit documentary evidence that they are approved supplier of Steam Turbine Rotor Forging of weight  $\geq 20$  Tons in material grade X12CrMoWVNbN1011 of Steam Turbine OEM for Power Plant application.

#### 2. Creep Rupture Data:

- a) Vendor to submit successful Creep Rupture data  $\geq 1000$  hours at temperature  $600^{\circ}\text{C}$  and Stress  $220\text{MPa}$  or equivalent stress & temperature parameter for material grade X12CrMoWVNbN1011.

**Alternatively,** vendor to provide certificate of their approval as an established / approved forging supplier for HP/IP Rotor of material grade X12CrMoWVNbN1011 for Steam Turbine OEM for Power Plant application.

- b) Creep Rupture test requirement will be reviewed by BHEL based on submitted experience and documents by vendor. BHEL may ask vendor to carry out Creep Rupture test at  $600^{\circ}\text{C}$ ; Stress:  $220\text{MPa}$  for minimum 1000hrs, in case of order.  
Samples for Creep rupture test shall be taken from manufactured rotor against BHEL purchase order. Creep testing on duly identified samples by BHEL/BHEL nominated inspection agency, shall be carried out at any reputed Creep testing lab duly accredited by National / International accreditation agency. Final dispatch clearance of rotor shall be subjected to successful completion of Creep Rupture Test. **Vendor to agree and confirm.**

### **3. Manufacturing & Testing Facility Requirements:**

- a. Vendor must have in-house forging and vertical heat treatment facilities to manufacture Rotor Shaft as per enquiry drawing and specification (including cross referred standards). **Outsourcing of above activities are not allowed.**
  - b. Vendor to submit details of in-house steel melting and refining facility required for manufacturing enquiry item.  
In case in-house facility is not available, vendor to inform their sub supplier with details of steel melting & refining facility for present enquiry. Vendor must have experience of supplying rotor forging using ingots from this sub supplier. Creep rupture data or OEM Certificate, as applicable as per clause 2 to be submitted for rotor manufactured using ingot from this source. This report must be correlated with the test certificates submitted as per Clause 1.
  - c. Vendor to submit details of Axial Core trepanning and Machining facility available in house as per enquiry drawing and specification. In case of outsourcing of any of these activity (axial core trepanning / machining), vendor to inform their source with details of their facility.
  - d. Vendor to submit details of testing facility available in house as per the requirement of enquiry drawing and specification (including all cross-referred standards).  
In case of outsourcing of any test, vendor to inform details of tests outsourced as well their source details.
  - e. Vendor has to submit filled Annexure 1 for manufacturing and testing facilities required as per enquiry drawing and specification. In case of outsourcing of any operation, details of their sub supplier to be submitted.
4. Vendor to confirm that they have reviewed the enquiry drawing and specification (with all cross-referred standards) in totality and confirm that they will manufacture and supply enquired Rotor forging as per enquiry drawing and specification with all cross-referred standards mentioned therein.

#### **Note for vendor:**

BHEL may ask additional clarification related to the above points. BHEL may also visit works of vendor to establish vendor's credentials.

Vendor to submit details of manufacturing and testing facilities as per format below:

**1) STEEL MELTING & REFINING FACILITIES:**

|  |  |
|--|--|
| Melting Furnaces details (Type, Capacity etc.)   |  |
| Refining facility details (Vacuum Degassing/ESR etc – Type and Capacity to be submitted) |  |
| maximum ingot size (Weight & dimension)  |  |

**2.) FORGING FACILITY:**

|  |  |
|--|--|
| Press capacity in kN                       |  |
| Maximum Forging weight in MT               |  |
| Manipulator Capacity (maximum) for forging |  |

**3) Heat Treatment Facilities**

|   |  |
|---|--|
| 1. Vertical Heat treatment facility <ul style="list-style-type: none"> <li>- Maximum diameter, length and weight of shaft which can be heat treated</li> <li>- Temperature monitoring facility as per BHEL specification requirement</li> </ul> |  |
| 2. Quenching type & medium  |  |

**4) Machining Facilities:**

|   |  |
|---|--|
| 1. Facility for Axial Core Trepanning <ul style="list-style-type: none"> <li>• Minimum &amp; Maximum diameter of the core which can be trepanned</li> <li>• Maximum length of axial core that can be trepanned</li> </ul> |  |
| 2. Surface finish of axial bore (refer drawing requirement)   |  |
| 3. Concentricity, Cylindricity and Parallility, refer drawing requirement   |  |

**5) Testing Facilities:**

|  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Chemical Testing</li> <li>2. Mechanical Testing (Tensile &amp; Impact)</li> <li>3. Thermal Stability Facility (maximum temperature)</li> <li>4. NDT Facilities –<br/>UT, MPI, Boroscopic, Residual Stress Measurement</li> </ol> |  |
|--|--|

**6) Handling Facilities:**

|                   |  |
|-------------------|--|
| 1. Crane capacity |  |
|-------------------|--|

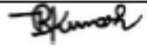
**Note: In case of outsourcing of any operation, vendor to submit details of their sub supplier**

(Signature & Seal of Vendor)

## ANNEXURE-QP

| MANUFACTURER'S NAME AND ADDRESS |                        |                 | STANDARD QUALITY PLAN      |               |                  |                    | TO BE FILLED BY BHEL |                   |        | TO BE FILLED BY BHEL |   |         |    |
|---------------------------------|------------------------|-----------------|----------------------------|---------------|------------------|--------------------|----------------------|-------------------|--------|----------------------|---|---------|----|
| BHEL                            | VENDOR'S NAME          | ITEM            | IP SHAFT (WITHOUT OVERLAY) |               | QP NO.           | QA/CF/QP/105       |                      |                   |        |                      |   |         |    |
|                                 |                        | DRG. NO.        | AS PER PO                  |               | REV              | 08                 |                      |                   |        |                      |   |         |    |
|                                 |                        | SPEC.           | HW19468                    |               |                  |                    |                      |                   |        |                      |   |         |    |
|                                 |                        | REV             | As per PO                  |               | Page 1 of 2      |                    |                      |                   |        |                      |   |         |    |
| SL. NO.                         | COMPONENT & OPERATIONS | CHARACTERISTICS | CLASS                      | TYPE OF CHECK | QUANTUM OF CHECK | REFERENCE DOCUMENT | ACCEPTANCE NORMS     | FORMAT OF RECORDS | AGENCY |                      |   | REMARKS |    |
| 1                               | 2                      | 3               | 4                          | 5             | 6                | 7                  | 8                    | 9                 | D      | M                    | B | N       | 11 |

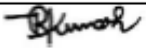
|     |   |                         |          |          |                    |                           |                                       |    |   |   |    |   |                    |
|-----|---|-------------------------|----------|----------|--------------------|---------------------------|---------------------------------------|----|---|---|----|---|--------------------|
| 1.  | MELTING   | CHEMICAL COMPOSITION    | CRITICAL | CHEMICAL | 100%               | VENDOR'S STD.             | HW19468                               | TC |   | P | V  |   |                    |
| 2.  | FORGING   | FORGING STEPS           | MAJOR    | VISUAL   | 100%               | -DO-                      | VENDOR'S STD                          | TC |   | P | V  |   |                    |
| 3.  | PRELIMINARY HT  | TIME TEMP CONTROL       | MAJOR    | MEASURE  | 100%               | -DO-                      | -DO-                                  | IR |   | P | V  |   |                    |
| 4.  | MARKING OF CLOCKING SYMBOL                            |                         | MAJOR    |          | 100%               |                           | HW19468                               |    |   | P | V  |   |                    |
| 5.  | MACHINING FOR QUALITY HT                              | DIMENSIONS              | MAJOR    | MEASURE  | 100%               | DRAWING                   | DRAWING                               | IR |   | P |    |   |                    |
| 6.  | INTERNAL UT   | ULTRASONIC TEST         | MAJOR    | UT       | 100%               | HW19468                   | HW19468                               | IR |   | P |    |   |                    |
| 7.  | QUALITY HEAT TREATMENT                                | TIME TEMP CONTROL       | MAJOR    | MEASURE  | 100%               | HW19468                   | HW19468<br>BHEL APPROVED HT PROCEDURE | TC |   | P | V  |   |                    |
| 8.  | RESIDUAL STRESS MEASUREMENT                           | RESIDUAL STRESS TESTING | MAJOR    | RST      | 100%               | HW19468                   | HW19468                               | TC |   | P | W* |   | *MONITOR / WITNESS |
| 9.  | UT  | ULTRASONIC TEST         | MAJOR    | UT       | 100%               | HW19468                   | HW19468                               | TC |   | P | W  |   |                    |
| 10. | SAMPLING FOR CREEP TESTING (IF APPLICABLE AS PER PQR) |                         | MAJOR    | VISUAL   | AS PER SPEC        | BHEL DRWING & SPEC        | BHEL DRWING & SPEC                    | TC | √ | P | W  | - |                    |
| 11. | CREEP TESTING (IF APPLICABLE AS PER PQR)              | CREEP TEST              | MAJOR    | VISUAL   | AS PER SPEC & P.O. | BHEL DRWING & SPEC & P.O. | BHEL DRWING & SPEC & P.O.             | TC | √ | P | V  | - |                    |
| 12. | SAMPLING FOR MECHANICAL TESTING                       |                         | MAJOR    |          | T1 & T2            | BHEL DRWING & SPEC        | BHEL DRWING & SPEC                    |    |   | P | W  |   |                    |

|                            |   |  |                  |             |
|----------------------------|---|--|------------------|-------------|
|                            |  | <b>LEGEND:</b><br>! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.<br>M: MANUFACTURER / SUBCONTRACTOR    B: BHEL / NOM. INSPECTION AGENCY<br>N: CUSTOMER.<br>INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION<br>ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER. | FOR CUSTOMER USE |             |
| MANUFACTURER/SUBCONTRACTOR | IB KUMAR<br>DY. MGR. QAX  |  |                  | APPROVED BY |

| MANUFACTURER'S NAME AND ADDRESS |                        | STANDARD QUALITY PLAN |                            |               |                  |                    | TO BE FILLED BY BHEL |                   |        | TO BE FILLED BY BHEL |   |         |    |
|---------------------------------|------------------------|-----------------------|----------------------------|---------------|------------------|--------------------|----------------------|-------------------|--------|----------------------|---|---------|----|
| BHEL                            | VENDOR'S NAME          | ITEM                  | IP SHAFT (WITHOUT OVERLAY) |               | QP NO.           | QA/CF/QP/105       |                      |                   |        |                      |   |         |    |
|                                 |                        | DRG. NO.              | AS PER PO                  |               | REV              | 08                 |                      |                   |        |                      |   |         |    |
|                                 |                        | SPEC.                 | HW19468                    |               |                  |                    |                      |                   |        |                      |   |         |    |
|                                 |                        | REV                   | As per PO                  |               | Page 2 of 2      |                    |                      |                   |        |                      |   |         |    |
| SL. NO.                         | COMPONENT & OPERATIONS | CHARACTERISTICS       | CLASS                      | TYPE OF CHECK | QUANTUM OF CHECK | REFERENCE DOCUMENT | ACCEPTANCE NORMS     | FORMAT OF RECORDS | AGENCY |                      |   | REMARKS |    |
| 1                               | 2                      | 3                     | 4                          | 5             | 6                | 7                  | 8                    | 9                 | M      | B                    | N | 10      | 11 |

|     |  |   |       |                           |              |                   |                   |    |  |   |    |  |                    |
|-----|--|---|-------|---------------------------|--------------|-------------------|-------------------|----|--|---|----|--|--------------------|
| 13. | MECHANICAL TESTING                             | TENSILE / IMPACT TEST                         | MAJOR | MECHANICAL                | 100% T1 & T2 | HW19468           | HW19468           | TC |  | P | W  |  |                    |
| 14. | TREPANNING OF AXIAL CORE                       |   | MAJOR |                           |              | BHEL DRWNG & SPEC | BHEL DRWNG & SPEC |    |  | P |    |  |                    |
| 15. | AXIAL CORE TESTING                             | TENSILE / IMPACT TEST / FATT / MICROSTRUCTURE | MAJOR | MECHANICAL METALLOGRAPHIC | 100%         | HW19468           | HW19468           | TC |  | P | W  |  |                    |
| 16. | FINISH MACHINING                               | VISUAL INSPECTION AND DIMENSIONS              | MAJOR | VISUAL AND MEASUREMENT    | 100%         | DRAWING           | DRAWING           | TC |  | P | W  |  |                    |
| 17. | HEAT STABILITY TEST                            | HEAT STABILITY                                | MAJOR | THERMAL STABILITY         | 100%         | HW19468           | HW19468           | TC |  | P | W* |  | *MONITOR / WITNESS |
| 18. | BOROSCOPIC & MPI OF AXIAL BORE                 | BOROSCOPIC & MAGNETIC PARTICLE TEST           | MAJOR | BOROSCOPIC & MPI          | 100%         | HW19468           | HW19468           | TC |  | P | W  |  |                    |
| 19. | PLUGGING OF AXIAL BORE WITH CORE SAMPLE INSIDE |   |       |                           |              | BHEL DRWNG & SPEC | BHEL DRWNG & SPEC |    |  | P |    |  |                    |
| 20. | MARKING PRESERVATION & PACKING                 | MARKING PRESERVATION & PACKING                | MAJOR | VISUAL                    | 100%         | BHEL DRWNG & SPEC | BHEL DRWNG & SPEC |    |  | P | V  |  |                    |

TEST CERTIFICATES SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.

|                            |   |  |                  |             |
|----------------------------|---|--|------------------|-------------|
|                            |  | LEGEND:<br>! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.<br>M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY<br>N: CUSTOMER<br>INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION<br>ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER | FOR CUSTOMER USE |             |
| MANUFACTURER/SUBCONTRACTOR | I B KUMAR<br>DY. MGR. QAX   |  |                  | APPROVED BY |

|  |  |                     |
|--|--|---------------------|
| Tender Reference No.   | T/T212/22/1025N/1  |                     |
| Techno-Commercial Terms and Conditions   |  |                     |
| Tender Inviting Authority: BHEL HEEP Haridwar  |  |                     |
| Item Name: <b>FORGING FOR IP SHAFT (R/M)</b>   |  |                     |
| Quotation Reference No. & Date   |  |                     |
| Name of the Bidder/ Bidding Firm / Company :   |  |                     |
| (This Techno-Commercial term and Conditions template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Quotation Reference No., Date and Confirmation only ) |  |                     |
| NUMBER #   | TEXT #   | TEXT #              |
| Sl.No.   | Techno-Commercial terms  | Vendor Confirmation |
| 1  | Please specify whether you are manufacturer or Trader of the item.   |                     |
| 2  | <p>Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.</p> <p>a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.</p> <p>b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.</p> <p>c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.</p> <p>d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.</p> <p><b>e. In case order is to be placed and executed by agent following aspects are to be ensured:</b></p> <ul style="list-style-type: none"> <li>• Manufacturer of the agent should meet the PQR as defined in tender.</li> <li>• Agent should have annual turnover of at least equal to Rs. 500 Lacs during one financial year and the net worth of the agent should be positive.</li> <li>• Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.</li> </ul> |                     |
| 3  | Material will be supplied as per BHEL drawing and specification mentioned in enquiry.  |                     |
| 4  | Vendor to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Annexure (Pre-Qualification Requirement/PQR) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.   |                     |
| 5  | Vendor to confirm, endorse and return back enclosed BHEL QP "QA/CF/QP/105, rev08".   |                     |
| 6  | <p>Inspection by BHEL/BHEL nominated inspection agency "TUV" &amp; NTPC AS PER FINALLY NTPC APPROVED QP. INSPECTION BY CUSTOMER AT VENDOR WORKS MAY BE DONE AS PER CUSTOMER APPROVAL LETTER.</p> <p>Test certificates shall be submitted by the vendor with clear marking of QP clause number at the top of the each page. Also, test certificates shall be arranged QP clause wise</p>  |                     |
| 7  | Delivery Terms<br>(BHEL Standard term: FOR Destination means CPS/HEEP/ BHEL Haridwar)  |                     |
| 8  | Despatch mode  |                     |
| 9  | Origin of Despatch   |                     |
| 10   | Freight Charges (Pre-paid/ To Pay)<br># Loading shall be done as per extant rules of BHEL-Haridwar, if Freight is mentioned as 'To Pay'  |                     |
| 11   | Packing Charges<br>Kindly inform the Packing Charges (Included/Extra). Kindly indicate the percentage in case of 'Extra' charges   |                     |

| NUMBER # | TEXT #  | TEXT #              |
|----------|---|---------------------|
| Sl.No.   | Techno-Commercial terms   | Vendor Confirmation |
| 12       | Forwarding Charges (Included/Extra)<br>Kindly inform the Forwarding Charges (Included/Extra). Kindly indicate the percentage in case of 'Extra' charges   |                     |
| 13       | Delivery Period in months (Lead Time from PO date)  |                     |
| 14       | Payment term: "100% payment against receipt & acceptance of material at BHEL HEEP Haridwar".<br># If vendor deviates from BHEL's standard payment term, loading on account of deviation in standard payment term shall be done as per extant rules of BHEL-Haridwar (Refer GISTC)   |                     |
| 15       | Bank Charges<br># If BHEL's Standard Payment terms accepted then bank charges not applicable, otherwise please mention  |                     |
| 16       | Rate of GST (CGST/SGST/IGST) extra in % (for Indian Bidder only)  |                     |
| 17       | Test certificate as per Ordering Drawing & Specification shall be provided.   |                     |
| 18       | Guarantee Certificate (In line of GISTC) shall be provided  |                     |
| 19       | Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. If vendor do not mention anything about LD clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.<br># If vendor don't accept this clause, then loading shall be done as per GISTC.   |                     |
| 20       | Quotation Validity<br>(As per NIT, Validity is 120 days from techno-commercial bid opening date).   |                     |
| 21       | Vendor to submit duly signed & sealed Integrity Pact along with offer   |                     |
| 22       | Currency  |                     |
| 23       | The evaluation currency for this tender shall be INR.   |                     |
| 24       | Are you registered under Micro Small Enterprises (MSE vendor)? if Yes then provide Udyam Certificate (for Indian Bidder only)   |                     |
| 25       | Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020:<br>(i) W.e.f. 01.01.2022, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 20 Crs. in any preceding financial year from 2017-18 onwards.<br>(ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.<br>(iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020. |                     |
| 26       | Any other comments (like any other charges, order to be placed on etc.)   |                     |
| 27       | BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.  |                     |
| 28       | Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.  |                     |

| NUMBER # | TEXT #  | TEXT #              |
|----------|---|---------------------|
| Sl.No.   | Techno-Commercial terms   | Vendor Confirmation |
| 29       | Vendor to 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. |                     |
| 30       | For this tender, only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. Bid of non-local suppliers (if any) shall be outrightly rejected.  |                     |
| 31       | Remaining terms and conditions shall be as per General instruction and standard terms & conditions (GISTC): Version June-2021, Rev: 06.   |                     |
| 32       | In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.  |                     |

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

**Section 5 - Previous Transgression**

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

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

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

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

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

**Section 8 -Independent External Monitor(s)**

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

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

## **Section 9 - Pact Duration**

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

**Section 10 - Other Provisions**

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

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

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

Place \_\_\_\_\_  
 Date \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

**Clause on IP in the tender**

**Integrity Pact (IP)**

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

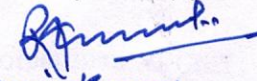
| SI | IEM                                   | Email  |
|----|---------------------------------------|--|
| 1. | Shri Otem Dai, IAS (Retd.)            | <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> |
| 2. | Shri Bishwamitra Pandey, IRAS (Retd.) | <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> |
| 3. | Shri Mukesh Mittal, IRS (Retd.)       | <a href="mailto:iem3@bhel.in">iem3@bhel.in</a> |


- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

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

Details of contact person(s):

(1)   
Name: Ravi Kumar  
Deptt: PPX-T  
Address: BHEL, HEEP, HARIDWAR  
Phone: (Landline/ Mobile)  
01334-281275  
Email: RaviKumar.2@bhel.in  
Fax: \_\_\_\_\_

(2)   
Name: ANKUR MEGHANI  
Deptt: PPX-T  
Address: BHEL, HEEP, HARIDWAR  
Phone: (Landline/ Mobile)  
01334-281274  
Email: ankur.meghani@bhel.in  
Fax: \_\_\_\_\_



**CORPORATE QUALITY ASSURANCE****SUB-VENDOR QUESTIONNAIRE**

|     |   |   |
|-----|---|---|
| i.  | Item/Scope of Sub-contracting   |   |
| ii  | Address of the registered office  | Details or Contact person<br>(Name, Designation, Mobile, Email)   |
| iii | Name and Address or the proposed Sub-vendor's works<br>Where item is being manufactured   | Details or Contact person<br>(Name, Designation, Mobile, Email)   |
| iv  | Annual Production Capacity for proposed item/scope Of sub-contracting   |   |
| v   | Annual production for last 3 years for proposed item/scope Of sub-contracting   |   |
| vi  | <b>Details of proposed works</b>  |   |
| 1.  | Year of establishment of present works  |   |
| 2.  | Year of commencement of manufacturing at above works  |   |
| 3.  | Details of change in Works address in past (if any)   |   |
| 4.  | Total Area  |   |
|     | Covered Area  |   |
| 5.  | Factory Registration Certificate  | Details attached at Annexure—F2.1   |
| 6.  | Design/ Research & development set-up<br>(No. of manpower, their qualification, machines & tools employed etc.)   | Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design<br>Details attached at Annexure (if applicable) |
| 7.  | Overall organization Chart With Manpower Details<br>(Design/Manufacturing/Quality etc)  | Details attached at Annexure-F2.3   |
| 8.  | After sales service set up in India, in case or foreign sub-vendor<br>(Location, Contact Person, Contact details etc.)  | Applicable / Not applicable. Details attached at Annexure —F2.4   |
| 9.  | Manufacturing process execution plan with flow chart indicating various stages or manufacturing from raw material to finished product including outsourced process if any | Details attached at Annexure — F2.5   |
| 10. | Sources of Raw Material/Major Bought Out Item   | Details attached at Annexure— F2.6  |
| 11. | Quality Control exercised during receipt of raw material/BOI, in-process, final testing, packing  | Details attached at Annexure— F2.7  |
| 12. | Manufacturing Facilities<br>(List of machines, special process facilities, material handling etc.)  | Details attached at Annexure— F2.8  |

**CORPORATE QUALITY ASSURANCE****SUB-VENDOR QUESTIONNAIRE**

| 13.             | Testing facilities<br>(List of testing equipment)   | Details attached at Annexure— F2.9  |                 |                   |                |       |  |
|-----------------|---|---|-----------------|-------------------|----------------|-------|--|
| 14.             | If manufacturing process involves fabrication then-   | Applicable Not applicable. Details attached at Annexure—F2.10<br>(if applicable)        |                 |                   |                |       |  |
|                 | List of Qualified welders   |   |                 |                   |                |       |  |
|                 | List of qualified NDT personnel With area of specialization   |   |                 |                   |                |       |  |
| 15.             | List of out-sourced manufacturing process with sub-Vendors names & addresses  | Applicable Not applicable. Details attached at Annexure. —F2.II (if applicable)         |                 |                   |                |       |  |
| 16.             | Supply reference list including recent supplies   | Details attached at Annexure-F2.12<br>(as per format given below)                       |                 |                   |                |       |  |
| Project/Package | Customer Name   | Supplied Item(Type/Rating/Model/Capacity/Size etc)                                      | PO.ref no./date | Supplied Quantity | Date of supply |       |  |
|                 |   |   |                 |                   |                |       |  |
| 17.             | Product satisfactory performance feedback letter/certificates/End User Feedback   | Attached at annexure - F2.13  |                 |                   |                |       |  |
| 18.             | Summary of Type Test Report (Type Test Details, Report NO, Agency, Date of testing) for the proposed product (Similar or higher rating)<br>Note:-Reports need not to be submitted | Applicable / Not applicable<br>Details attached at Annexure— F-2.14<br>(if applicable)  |                 |                   |                |       |  |
| 19.             | Statutory / mandatory certification for the proposed product  | Applicable / Not applicable Details attached at Annexure— F-2.15<br><br>(if applicable) |                 |                   |                |       |  |
| 20.             | copy of 9001 certificate<br>(if available)  | Attached at Annexure- F-2.16  |                 |                   |                |       |  |
| 21.             | Product technical catalogues for proposed item ( if available)  | Details attached at Annexure —F2.17   |                 |                   |                |       |  |
| Name:           |   | Desig:  |                 | Sign:             |                | Date: |  |

Company's Seal/Stamp:-

# Annexure (Non-Disclosure Agreement)

1

## NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

\_\_\_\_\_ (**Name of the Vendor**), having its registered offices in \_\_\_\_\_ (**Address of Vendor**), registered under the no. \_\_\_\_\_ of the Companies' register of \_\_\_\_\_ (**Name of Place and Country**), capital stock of \_\_\_\_\_ (**Value**), with a place of business in \_\_\_\_\_ (**Name of Place and Country**) (hereinafter referred to as " \_\_\_\_\_ (**Name of Vendor**)" which expression shall unless repugnant to the context shall include its successors & assigns.

AND

**Bharat Heavy Electricals Ltd** a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") which expression shall unless repugnant to the context shall include its successors & assigns. hereinafter also referred to individually as "the Party" or collectively as "the Parties".

### BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

### WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Tender Enquiry No..... also mentioned in Exhibit 1;

B) It is anticipated that during the possible discussions it may be necessary for BHEL to share certain confidential and proprietary information in written, oral, visual and/or physical/sample/ form to the other party (collectively "**Proprietary Information**", more fully detailed in clause 1 herein below) for the purpose of enabling the parties to interact and deliberate the aforementioned order and take it further (hereinafter referred to as "**Purpose**")

The parties desire to protect such Proprietary Information and ensure that it is not disclosed to any third party without the permission of the party disclosing such Proprietary Information;

**NOW, THEREFORE**, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature disclosed by BHEL (hereinafter called the “Disclosing Party”) to the vendor ) hereinafter called the “Receiving Party”), including but not limited to, commercial information, knowhow and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the Disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential/proprietary at the time of sharing the same.

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing Party :

- identifies the Information as Proprietary at the time of original disclosure,
- summarizes the Proprietary Information in writing.

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. The Disclosing Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the Disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the Indian laws and regulations.

4. The Receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that it receives from the Disclosing Party shall:

- a) be protected and kept in strict confidence by the Receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
- b) be only disclosed to and used by those persons within the Receiving Party's organization who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder;
- f) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement.

5. Any Proprietary Information and copies thereof disclosed by the Disclosing Party to the other shall remain the property of the Disclosing Party and shall be immediately returned or destroyed by the Receiving Party upon request or upon expiry of this Agreement.

6. The Receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the Receiving Party can prove that:

- a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
- b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
- c) it has been lawfully received from a third Party without breach of this Agreement; or
- d) it has been or is published without violation of this Agreement; or
- e) disclosure of such proprietary information is required by Law or by a court of competent jurisdiction.

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the Disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the Disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by the Disclosing Party to the Receiving Party shall not be construed as granting to the Receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.
10. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the Receiving Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the Receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

17. Notices to \_\_\_\_\_ (**Name of Vendor**) shall be made at the following address:

**(Complete Address of Vendor)**

Attention: Mr. \_\_\_\_\_ (**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,  
HEAVY ELECTRICAL EQUIPMENT PLANT,  
Ranipur, Haridwar-249403 (Uttarakhand), India ]

Attention:

**(Name of the PPX Incharge)**

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of  
**(Name of Vendor)**

By:

Title:

Signature:

Signed for and on behalf of  
BHEL

By:

Title:

Signature:

19. No failure or delay by either party in exercising or enforcing any right, remedy or power here under shall operate as a waiver hereof.

20. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portion hereof shall remain in full force & effect.

**EXHIBIT 1**

to the

**NON-DISCLOSURE AGREEMENT**

between

\_\_\_\_\_ **(Name of Vendor)** and

**BHARAT HEAVY ELECTRICALS LIMITED**

dated:

\_\_\_\_\_

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services .....for which the Enquiry issued  
/ Purchase order to be placed

\_\_\_\_\_ **(Name of Vendor)** list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

**EXHIBIT 2**

to the  
NON-DISCLOSURE AGREEMENT  
between  
\_\_\_\_\_ (**Name of Vendor**) and  
Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For (**Name of Vendor**)  
(**Name of Person**)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building  
BHEL, HEEP, Haridwar  
India

Mr.

Tel.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building  
BHEL, HEEP, Haridwar  
India



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

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### 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

### 2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

### 3. SUBMISSION OF TENDER.

- a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

**THE HEAD OF MATERIALS MANAGEMENT,  
Heavy Electrical Equipment Plant,  
Bharat Heavy Electricals Limited,  
HARIDWAR-249403 (Uttarakhand), INDIA.**

- b) TENDER ROOM is located at: Room No. - 415, 4<sup>th</sup> Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) 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 cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- g) 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.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

#### 4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

***Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.***

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



## BHARAT HEAVY ELECTRICALS LIMITED

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If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

### 6. PRICE SCHEDULE.

- a) 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.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

**NB: Financial evaluation of L1, L2 .....Status will be on the basis of Landed Cost to BHEL.**

### 7. REVERSE AUCTION.

**Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:**

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

### 8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.



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### 9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

#### b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

#### c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

#### d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

#### e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

#### f) DELIVERY IN CASE OF REJECTION: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

#### g) DELIVERY AGAINST BANK DOCUMENTS: In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

#### h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

### 10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the 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.

h) 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.

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i) **The loading criteria for the different payment terms shall be as under;**

| Payment Terms  | Days of Loading   |
|--|---|
| After Receipt & Acceptance of material within 75 days of supply. | <b>No Loading</b>   |
| Against Delivery at BHEL-Stores Haridwar.                        | <b>45</b>   |
| Against documents through bank (CAD):                            | <b>45</b>   |
| Letter of Credit (LC)  | <b>120</b>  |
| Usance LC  | No Loading if usance period is > 120 Days.  |
|  | Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days. |
| Advance  | Delivery Period + 120 Days - Advance Payment Days.  |

### 11. TAXES & DUTIES.

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by

BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for



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evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

### 12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

### 13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

### 14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

### 15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

### 16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) 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.



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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) 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.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### **17. TRANSIT INSURANCE.**

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

### **18. RISK PURCHASE.**

In case of abnormal delays (beyond the maximum late delivery period as per LD 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 / alternative source 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. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

### **19. FORCE MAJEURE CLAUSE.**

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- Rebellion, revolution, insurrection, civil war etc.
- Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- Riots, commotions, strike unless restricted to the employees of supplier.
- Acts of terrorism.



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- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

### **20. NON-DISCLOSURE AGREEMENT.**

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or

subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

### **21. SETTLEMENT OF DISPUTES / ARBITRATION.**

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

### **22. WHARFAGE / DEMURRAGE RESPONSIBILITY.**

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

### **23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.**

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate



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(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

**b)** Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
  - a) In case of proprietary MSE, proprietor shall be Woman.
  - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.

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16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

#### 24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

e) 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.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

#### 25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.



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### E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by 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.

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA:SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,



## BHARAT HEAVY ELECTRICALS LIMITED

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then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

*Note: L1 Price refers to lowest evaluated / landed cost to Company.*

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

### 26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

### 27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
  1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
  2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

**## Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.**



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occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

### 3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923.”

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

**Self-certification**

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P-45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019 & 04.6.2020, it is hereby certifying that we

.....

(supplier name) are .....(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of ..... (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.

.....

Details of location at which local value addition will be made is as follows: -

.....

.....

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Seal & Signature of Supplier