



**Bharat Heavy Electricals Limited**

**Heavy Equipment Repair Plant (HERP)**

Tarna, Shivpur, Varanasi - 221003

Enquiry Ref No.: **HERP/OT/E-RC-312-23-0271-63-1**

Dated 25.09.2023

## **TENDER DOCUMENT**

**PART I: TECHNO-COMMERCIAL BID**

**PART II: PRICE BID &**

**PART III: SUPPLIER REGISTRATION FORM (SRF)**

**TENDER FOR ENTERING INTO FRAMEWORK AGREEMENT (FA) (VALUE WISE) FOR SUPPLY OF  
ROUGH MACHINED FORGINGS (NIMONIC STEEL) at HERP, VARANASI**



**MATERIALS MANAGEMENT DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED  
HEAVY EQUIPMENT REPAIR PLANT  
TARNA, SHIVPUR  
VARANASI – 221 003 (U.P)**



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant (HERP)**

Tarna, Shivpur, Varanasi - 221003

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# Bharat Heavy Electricals Limited

## Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

### NOTICE INVITING TENDER

Enquiry Ref No.: **HERP/OT/E-RC-312-23-0271-63-1** Dated **25.09.2023** Annexure-I

The Heavy Equipment Repair Plant (HERP) located in Varanasi, Uttar Pradesh, India is one of the manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HERP includes supply of Bowl Mill Spares and Turbine Spares. Online offers through e-procurement are invited from the interested parties (registered as well as unregistered) for the supply of the items mentioned at Annexure-V.

The tender documents, Supplier Registration Form (SRF) & Drawings/Specification of item can be downloaded from our web site [www.bhel.com](http://www.bhel.com), <https://herp.bhel.com> and <https://eprocurebhel.co.in>. BHEL will not issue tender in hard copy. It shall be downloaded from the above mentioned websites. **The bids shall be submitted online only. No bids through e mail/Fax will be accepted by BHEL.**

Tenders will be received up to 02.00 P.M. on **05.10.2023** and will be opened on the same day at 04.00 P.M. online at BHEL, HERP Varanasi. **Please note that tender received after due date & time (02.00 PM on 05.10.2023) may not be opened.** BHEL will not be responsible for any type of net connectivity/digital signature related delay. Tender will be opened on the due date and time in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their firm for attending the bid opening.

Amendments / Corrigendum, if any, will be hosted on above mentioned websites only. Other terms and conditions will be as per tender documents.

1. **Address for Tender submission:** [www.eprocurebhel.co.in](http://www.eprocurebhel.co.in)

2. **For any information/clarification, vendor may contact the following executives of HERP:**

1. Shri. Shauryeshwar Bhardwaj  
Dy. Manager (Purchase)  
Ph No: - 0542-2720869  
Email: - [shaurya@bhel.in](mailto:shaurya@bhel.in)

2. Shri. Himanshu Kumar Soni  
Engineer (Purchase)  
Ph No: - 0542-2720911  
Email: - [himanshuks@bhel.in](mailto:himanshuks@bhel.in)



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**Annexure-I**

**Part-III - Supplier Registration Documents and Part-I-Techno Commercial bid:-**

Part I & III of the tenders will be opened online by BHEL on the date of opening of this tender in the presence of tenderers who are present at the date and time.

**Part-II - Price bid:-**

The price bid should contain prices only. Price bid will be opened only for those parties who have qualified in techno - commercial bid.

**Note: - BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected out rightly.**





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Annexure-II

**SUPPLIER REGISTRATION FORM**

Supplier Registration Form for indigenous vendor is enclosed as per Annexure- B along with tender.

(PDF Format attached, 08 Pages for indigenous vendors)

**Note:** Vendors who are already registered at BHEL, HERP, Varanasi need not to submit the Supplier Registration Form. They need to mention their Supplier Code only.





**Annexure-III**

**SPECIAL INSTRUCTIONS TO BIDDERS FOR OPEN TENDER DEFINITION**

**a. Registered Vendors** - Are those who are registered with BHEL, HERP, Varanasi.

**b. Un-registered Vendors** - Are those who are not registered with BHEL, HERP, Varanasi.

**c. ESSENTIAL INSTRUCTIONS:**

1. The tenders shall be submitted in two parts as described above on or before the due date:

- i. Part I - Techno -Commercial Bid,
- ii. Part II - Price Bid

2. Part-II (Price Bids) along with supplementary price bids if any will be opened at the subsequently decided date of only those bidders whose techno-commercial bid has been found to be acceptable/suitable.

3. All parties have to quote in Indian currency only as it is Open Tender (**Non Global i.e. only Indian vendors are invited**).

4. Evaluation of Bid: - The bid shall be evaluated on Cost to BHEL basis. The loading /other cost, if any determined at later stage, shall be communicated to the vendor.

5. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.

6. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the bidders. **The offers of those bidders, who are unable to respond in specified time frame, may likely be ignored/may be processed further with the terms and conditions already submitted with the respective bidder's risk and cost.**

7. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement shall be considered. Delivery period quoted by the parties beyond the required delivery period may not be considered.

**8. FINALITY OF MANAGEMENT DECISION**

At all places in the preceding clauses, BHEL Management's decision shall be final.

**IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND MAIL OF REGRET IF YOU HAVE DOWNLOADED THE TENDER DOCUMENTS.**



### Annexure-IV

% Wtg and PO rate for each items if Party quotes Rs. "A" for all the 78 sealing Rings together

| Sl.No. | MATL. CODE   | Item Description                    | Qty       | ESTIMATE | Total value     | % Wtg          | Po (to be placed ) Rate |
|--------|--------------|-------------------------------------|-----------|----------|-----------------|----------------|-------------------------|
| 1      | RV1019419464 | SEALING RING (HW-174.67) -- ROUGH   | 8         | 291000   | 2328000         | 6.288          | A*6.288/8               |
| 2      | RV1019419465 | U-SEALING RING (HW-278.43) -- ROUGH | 4         | 954774   | 3819096         | 10.315         | A*10.315/4              |
| 3      | RV1019419466 | SEALING RING (HW-279.77) -- ROUGH   | 2         | 1043068  | 2086136         | 5.635          | A*5.635/2               |
| 4      | RV1019419467 | ANGLE RING (HW-284.16) -- ROUGH     | 2         | 421541   | 843081          | 2.277          | A*2.277/2               |
| 5      | RV1019429789 | SEALING RING (HW-293.62) -- ROUGH   | 4         | 226120   | 904480          | 2.443          | A*2.443/4               |
| 6      | RV1019430708 | U-SEALING RING (HW-351.26) -- ROUGH | 2         | 1011485  | 2022970         | 5.464          | A*5.464/2               |
| 7      | RV1019432903 | FORGING FOR RING VAR.01 (HW-391.37) | 1         | 349950   | 349950          | 0.945          | A*0.945/1               |
| 8      | RV1019432904 | FORGING FOR RING VAR.02 (HW-391.38) | 1         | 176710   | 176710          | 0.477          | A*0.477/1               |
| 9      | RV1019433073 | SEALING RING (HW-371.32) -- ROUGH   | 1         | 105467   | 105467          | 0.285          | A*0.285/1               |
| 10     | RV1019433573 | FORGING FOR SEALING RING (HW-       | 1         | 193761   | 193761          | 0.523          | A*0.523/1               |
| 11     | RV1019435125 | FORGING FOR (HW-398.66) -- ROUGH    | 1         | 1348820  | 1348820         | 3.643          | A*3.643/1               |
| 12     | RV1019435126 | FORGING FOR (HW-398.67) -- ROUGH    | 1         | 939741   | 939741          | 2.538          | A*2.538/1               |
| 13     | RV1930191014 | U SEALING RING (HW-169.12) -- ROUGH | 8         | 1219238  | 9753901         | 26.345         | A*26.345/8              |
| 14     | RV1930191022 | U SEALING RING (HW-169.17) -- ROUGH | 13        | 230087   | 2991132         | 8.079          | A*8.079/13              |
| 15     | RV1930191030 | SEALING RING (HW-172.36.F) -- ROUGH | 2         | 194989   | 389978          | 1.053          | A*1.053/2               |
| 16     | RV1930191049 | U-SEALING RING (HW-259.12) -- ROUGH | 5         | 288983   | 1444915         | 3.903          | A*3.903/5               |
| 17     | RV1930191057 | SEALING RING (HW-169.15) -- R/MCD   | 8         | 223484   | 1787875         | 4.829          | A*4.829/8               |
| 18     | RV1930191065 | ROUGH M/CD FORGING FOR RING (HW-    | 5         | 535548   | 2677738         | 7.232          | A*7.232/5               |
| 19     | RV1930191073 | SEALING RING (HW-174.68) -- ROUGH   | 9         | 317796   | 2860162         | 7.726          | A*7.726/9               |
|        |              |                                     | <b>78</b> |          | <b>37023913</b> | <b>100.000</b> |                         |

PO rate per number shall be as mentioned in the last column-

If party has quoted Rs A ( for all the 78 sealing Rings together) then per number rate shall be as -

"A" multiplied by % wtg and then divided by respective qty of the item.



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### Annexure-V

### ITEM DETAILS AND DELIVERY SCHEDULE

#### Enquiry For Material :-

| SI No | Material Description   | Material Code | Quantity | Unit |
|-------|--|---------------|----------|------|
| 1     | SEALING RING (HW-174.67) -- ROUGH M/CD FORGING AS PER DRG. 41120202996 REV.03 WITH MATL. SPECN. HW19391 REV.04 (HWR MATL. CODE - W95311202076) | RV1019419464  | 8.0      | NOS  |
| 2     | U-SEALING RING (HW-278.43) -- ROUGH M/CD FORGING AS PER DRG. 41050124992 REV.03 WITH MATL. HW19391 REV.04 (HWR. MATL. CODE - W95310501452)     | RV1019419465  | 4.0      | NOS  |
| 3     | SEALING RING (HW-279.77) -- ROUGH M/CD FORGING AS PER DRG.41050102996 REV.01 WITH MATL. SPECN. HW19391 REV.04                                  | RV1019419466  | 2.0      | NOS  |
| 4     | ANGLE RING (HW-284.16) -- ROUGH M/CD FORGING AS PER DRG. 41060118999 REV.03 WITH MATL. SPECN. HW19391 REV.04 (HWR. MATL. CODE - W95310601031)  | RV1019419467  | 2.0      | NOS  |
| 5     | SEALING RING (HW-293.62) -- ROUGH M/CD FORGING AS PER DRG. 41120201998 REV.01 WITH MATL. HW19391 REV.04 (HWR. MATL. CODE - W95311202033)       | RV1019429789  | 4.0      | NOS  |
| 6     | U-SEALING RING (HW-351.26) -- ROUGH M/CD FORGING AS PER DRG. 41050119502 REV.01 WITH MATL. HW19391 REV.04 (HWR. MATL. CODE - W95310501088)     | RV1019430708  | 2.0      | NOS  |
| 7     | FORGING FOR RING VAR.01 (HW-391.37) -- ROUGH M/CD FORGING AS PER DRG. 31060656998 REV.00 WITH MATL. AS PER SPECN. HW19391 REV.04               | RV1019432903  | 1.0      | NOS  |
| 8     | FORGING FOR RING VAR.02 (HW-391.38) -- ROUGH M/CD FORGING AS PER DRG. 31060656998 REV.00 WITH MATL. AS PER SPECN. HW19391 REV.04               | RV1019432904  | 1.0      | NOS  |
| 9     | SEALING RING (HW-371.32) -- ROUGH M/CD FORGING AS PER DRG. 41051418994 REV.00 WITH MATL. HW19391 REV.04 (HWR MATL. CODE - W95310514112)        | RV1019433073  | 1.0      | NOS  |
| 10    | FORGING FOR SEALING RING (HW-396.48) -- ROUGH M/CD FORGING AS PER DRG 41053056999 REV.01 WITH MATL. HW19391 REV.04                             | RV1019433573  | 1.0      | NOS  |
| 11    | FORGING FOR (HW-398.66) -- ROUGH M/CD FORGING AS PER DRG 31052556995 REV.00 WITH MATL. HW19391 REV.04  | RV1019435125  | 1.0      | NOS  |
| 12    | FORGING FOR (HW-398.67) -- ROUGH M/CD FORGING AS PER DRG 31052556997 REV.00 WITH MATL. HW19391 REV.04  | RV1019435126  | 1.0      | NOS  |
| 13    | U SEALING RING (HW-169.12) -- ROUGH M/CD FORGING AS PER DRG. 31050109992 REV.01 WITH MATL. HW19391 REV.04 (HWR MATL. CODE - W95310501223)      | RV1930191014  | 8.0      | NOS  |
| 14    | U SEALING RING (HW-169.17) -- ROUGH M/CD FORGING AS PER DRG. 41050109990 REV.01 WITH MATL. HW19391 REV.04 (HWR MATL. CODE - W95310501304)      | RV1930191022  | 13.0     | NOS  |
| 15    | SEALING RING (HW-172.36.F) -- ROUGH M/CD FORGING AS PER DRG. 41050119501 REV.02 WITH MATL. HW19391 REV.04 (HWR CODE - W95310514031)            | RV1930191030  | 2.0      | NOS  |
| 16    | U-SEALING RING (HW-259.12) -- ROUGH M/CD FORGING AS PER DRG.41051424999 REV.01 WITH MATL. SPECN. HW19391 REV.04 (HWR. MATL. CODE-W95310514163) | RV1930191049  | 5.0      | NOS  |
| 17    | SEALING RING (HW-169.15) -- R/MCD FORGING AS PER DRG. 31051402997 REV.02 WITH MATL. HW19391 REV.04 (HWR CODE - W95310514066)                   | RV1930191057  | 8.0      | NOS  |
| 18    | ROUGH M/CD FORGING FOR RING (HW-169.25.F) -- ITEM AS PER DRG. 31061227999 REV.03 WITH MATL. HW19391 REV.04 (HWR CODE - W95310612050)           | RV1930191065  | 5.0      | NOS  |
| 19    | SEALING RING (HW-174.68) -- ROUGH M/CD FORGING AS PER DRG. 41120209999 REV.02 WITH MATL. HW19391 REV.04 (HWR MATL. CODE - W95311202092)        | RV1930191073  | 9.0      | NOS  |



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**DELIVERY:**

DELIVERY WILL BE WITHIN 4 MONTHS FROM THE DATE OF PO FOR THE FIRST LOT AND THEREAFTER SUBSEQUENT LOTS WILL HAVE A GAP OF ONE MONTH (I.E. BETWEEN TWO CONSECUTIVE LOTS THERE WILL BE A GAP OF ONE MONTH). MAXIMUM LOT SIZE OF THE SEALING RINGS WILL BE 15 NOS. PER LOT. EARLY DELIVERY WILL BE ACCEPTABLE AND SAME SHALL BE MENTIONED IN THE PO ON CASE TO CASE BASIS.





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**Annexure-VI**

**PRE QUALIFICATION CRITERIA & TECHNICAL SPECIFICATIONS**

PRE QUALIFICATION CRITERIA & TECHNICAL SPECIFICATIONS for indigenous vendor is enclosed as per Annexure- A along with tender.





# Bharat Heavy Electricals Limited

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### Annexure-VII

| Sl No | BHEL STANDARD TERMS & CONDITIONS  | Confirmation of supplier (Yes/No) |
|-------|---|-----------------------------------|
| 1     | <p>A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMEDLY TECHNO-COMMERCIAL BID &amp; PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS:</p> <p>(I) TECHNO – COMMERCIAL BID &amp; (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES.</p> <p>(B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION &amp; QUANTITY.</p> <p>(C) THE DIFFERENCE BETWEEN “UN-PRICED OFFER” AND “PRICED OFFER” SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING.</p> <p>(D) <b>IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR:</b> THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART- 1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR <a href="https://herp.bhel.com">https://herp.bhel.com</a>.</p>   |                                   |
| 2     | BID SHOULD BE FREE FROM CORRECTION, OVERWRITING, USING CORRECTIVE FLUID, ETC. ANY INTERLINEATION , CUTTING , ERASURE OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE ATTESTED UNDER FULL SIGNATURE(S) OF PERSON(S) SIGNING THE BID ELSE BID SHALL BE LIABLE FOR REJECTION .  |                                   |
| 3     | YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE.   |                                   |
| 4     | VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HERewith OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY.  |                                   |
| 5     | PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED.   |                                   |
| 6     | THE TENDER RECEIVED AFTER 14:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED.   |                                   |
| 7     | PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS.  |                                   |
| 8     | NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE.  |                                   |
| 9     | THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER.   |                                   |
| 10    | VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE.  |                                   |
| 11    | BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY.  |                                   |
| 12    | <b>PRICING TERMS:</b> PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER, UNLESS SPECIFICALLY PROVIDED FOR IN THE ENQUIRY & PO. IN CASE OF FOREIGN VENDORS, THE QUOTED PRICE SHALL BE TAKEN AS INCLUSIVE OF THIRD PARTY INSPECTION AND TESTING CHARGES AS CALLED FOR IN THE NIT.  |                                   |
| 13    | <b>BID EVALUATION:</b> UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY, ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS. IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE BIDDERS HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNT, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATION SHALL BE FINAL AND BINDING.   |                                   |
| 14    | <b>TERMS OF DELIVERY:</b><br><b>I. FOR INDIGENOUS SUPPLIERS:</b> THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED.   |                                   |
| 15    | IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION.  |                                   |
| 16    | INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/ MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT.  |                                   |
| 17    | <p><b>PAYMENT TERMS:</b></p> <p><b>I.FOR MSEs VENDORS:</b> 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.</p> <p><b>II.FOR MEDIUM ENTERPRISES VENDORS:</b> 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.</p> <p><b>III. FOR NON- MSME:</b> 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.</p> <p><b>IV.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -</b></p> <p><b>PART-I:</b> BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS.</p> <p><b>PART-II:</b> GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:</p> <p style="padding-left: 20px;">(A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.</p> <p style="padding-left: 20px;">(B) FILING OF GST RETURN</p> <p style="padding-left: 20px;">(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL.</p> <p>Note: 1. PAYMENT WILL BE MADE AFTER ACCEPTANCE OF MATERIAL.<br/>2. ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.<br/>3. IF ANY SUPPLIER FALLS UNDER “NON MSE” OR “NON MEDIUM” CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SUPPLIER PAYMENT WITHOUT ANY INTIMATION.</p> |                                   |
| 18    | <b>LOADING OF PAYMENT TERM:</b> IN CASE OF DEVIATION, LOADING OF INTEREST RATE @SBI MCLR RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL.   |                                   |



# Bharat Heavy Electricals Limited

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| 19 | <p><b>LIQUIDATED DAMAGES (LD):</b> SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES &amp; DUTIES. NO GRACE PERIOD SHALL BE GIVEN.</p>  |  |
| 20 | <p><b>LOADING OF LIQUIDATED DAMAGES (LD):</b> DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL.</p> <p><b>LOADING OF DELIVERY TERM:</b> FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW:</p> <p>(i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS,</p>   |  |
| 21 | <p><b>DELIVERY PERIOD:</b> VENDOR SHOULD STRICTLY QUOTE THE DELIVERY PERIOD AS MENTIONED IN NIT.</p>   |  |
| 22 | <p>IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION.</p>  |  |
| 23 | <p><b>BANK GUARANTEE:</b> THE COST OF BHEL FREE ISSUE MATERIALS PER SET/PER ASSEMBLY AND TOTAL COST OF FIM FOR THE ENQUIRY ARE MENTIONED IN NIT.</p> <p>IN THIS REGARD:</p> <ol style="list-style-type: none"> <li>PARTY WILL HAVE TO SUBMIT EQUAL AMOUNT OF SECURITY DEPOSIT (IN THE FORM OF 25% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 75% INDEMNITY BOND) TOWARDS THE COST OF BHEL MATERIALS TO BE ISSUED TO THEM BEFORE THE ISSUE OF BHEL MATERIALS TO THEM. AT ANY POINT OF TIME, PROPORTIONATE SECURITY DEPOSIT OF TOTAL/CUMMULATIVE MATERIAL VALUE SHOULD BE MAINTAINED.</li> <li>BHEL MAY ASK THE SUPPLIER FOR SUBMISSION OF FULL SECURITY DEPOSIT AMOUNT OR PART DEPENDING UPON THE AVAILABILITY OF FREE ISSUE MATERIALS AT OUR END.</li> <li>PARTY MUST HAVE TO SUBMIT THE SAME WITHIN 02 WEEK TIME FROM THE DATE OF WRITTEN INTIMATION BY BHEL WITHOUT FAIL OTHERWISE IT WOULD TREATED AS FAILURE OF HONOURING PO TERMS AND ACCORDINGLY BHEL MAY CANCEL THE PURCHASE ORDER AND INITIATE ALTERNATE PROCUREMENT ACTION AT SUPPLIER RISK &amp; COST.</li> <li>IN CASE OF ABSENCE OF DESIRED SECURITY DEPOSIT AT BHEL END AND ALSO NON RESPONSE OF POINT NO. 03 AS ABOVE,             <ol style="list-style-type: none"> <li>BHEL MAY HOLD THE PENDING PAYMENTS OF SUPPLIER AVAILABLE AT BHEL END WITHOUT ANY INTIMATION.</li> <li>IF NO PAYMENT IS PENDING AT BHEL END, ACTION FOR ALTERNATE PROCUREMENT ACTION MAY BE INITIATED.</li> </ol> </li> <li>THE FORMAT OF BG SHALL BE PER ATTACHED ANNEXURE-BG/FIM ONLY.</li> </ol>   |  |
| 24 | <p>TRANSPORTATION CHARGES FOR SENDING BHEL FREE ISSUE MATERIALS (FIM) TO THE PARTY WORKS WILL BE BORNE BY BHEL ONLY. <b>THE FREIGHT CHARGES FOR SENDING THE BHEL FIM FROM HERP STORES TO PARTY'S WORK FOR EACH ITEM WILL BE LOADED AS PER BHEL TRANSPORT CONTRACT AT THE TIME OF TOTAL LANDED COST CALCULATION.</b> HOWEVER, VARANASI/LOCAL BASED VENDORS WILL LIFT THE FIM FROM BHEL STORES AND BORNE ITS TRANSPORTATION CHARGES.</p>   |  |
| 25 | <p>IF BHEL ISSUES FREE ISSUE MATERIALS TO THE SUPPLIER, IT MUST BE RETURNED WITHIN THE TIME LIMIT AS PRESCRIBED IN GST LAW (PRESENTLY 01 (ONE) YEAR FROM THE DATE OF FREE ISSUE DATE) TO COMPLY THE GST RULES. IF ANY VENDOR DOES NOT RETURN THE BHEL FREE ISSUE MATERIALS AS MENTIONED ABOVE, THE FINANCIAL IMPLICATION ON ACCOUNT OF THIS, IF ANY, SHALL BE RECOVERED FROM THE PARTY BILLS.</p>  |  |
| 26 | <p><b>REVERSE AUCTION:</b> BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON <a href="http://WWW.BHEL.COM">WWW.BHEL.COM</a>) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALY QUALIFIED BIDDERS.</p> <p>PRICE BIDS OF ALL TECHNO-COMMERCIALY 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.</p>  |  |
| 27 | <p>IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 26, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION.</p>  |  |
| 28 | <p><b>RISK PURCHASE:</b> IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK &amp; COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM.</p> <p>GUIDELINES FOR <b>RISK PURCHASE</b> IS AVAILABLE ON BHEL WEBSITE "<a href="https://herp.bhel.com">https://herp.bhel.com</a>" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY.</p>   |  |
| 29 | <p>BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF</p> <ol style="list-style-type: none"> <li>THE WORK PROGRESS OF THE VENDOR IS POOR, OR</li> <li>THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL &amp; NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED, OR</li> <li>THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT,</li> </ol>   |  |
| 30 | <p>THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE <a href="http://www.bhel.com">www.bhel.com</a></p>   |  |
| 31 | <p><b>RESERVATION RIGHTS OF BHEL:</b> – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY.</p>  |  |
| 32 | <p><b>NON-DISCLOSURE AGREEMENT:</b> ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAS (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED.</p>  |  |
| 33 | <p><b>A. SETTLEMENT OF DISPUTES &amp; ARBITRATION:</b></p> <ol style="list-style-type: none"> <li>ALL QUESTIONS/INTERPRETATIONS REGARDING SUBJECT MATTER OF THE CONTRACT SHALL BE DECIDED BY THE BHEL ON THE REQUEST OF THE VENDOR AND THE DECISION OF THE BHEL SHALL BE FINAL.</li> <li>IN CASE OF DISPUTE, STEPS SHALL BE TAKEN BY THE PARTIES TO THE CONTRACT TO SETTLE THE SAME THROUGH NEGOTIATIONS.</li> <li>IN CASE, DISPUTE IS NOT SETTLED IN NEGOTIATIONS, IT SHALL BE REFERRED TO CONCILIATOR APPOINTED BY THE COMPETENT AUTHORITY OF THE BHEL. <i>THE CONCILIATION PROCEEDINGS WITH RESPECT TO A DISPUTE AS DEFINED IN THE BHEL CONCILIATION SCHEME, 2018 AND SUBSEQUENT REVISIONS CAN BE INITIATED UNDER THE SCHEME AT ANY STAGE WHETHER BEFORE, DURING OR EVEN AFTER THE COMMENCEMENT OF ARBITRATION PROCEEDINGS OR LITIGATION BEFORE COURTS. THIS CONCILIATION SCHEME IS AVAILABLE ON OUR WEBSITES <a href="https://herp.bhel.com">https://herp.bhel.com</a> AND <a href="http://www.bhel.com">www.bhel.com</a> .</i></li> <li>IN CASE DISPUTE IS NOT SETTLED IN CONCILIATION PROCEEDINGS, THE SAME SHALL BE REFERRED TO ARBITRATION AS PER CORPORATE GUIDELINES OF THE BHEL AND THE ARBITRATION PROCEEDING SHALL BE CONDUCTED AS PER PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 READ WITH CORPORATE GUIDELINE AS AMENDED FROM TIME TO TIME.</li> <li>THE VENDOR SHALL CONTINUE TO PERFORM THE CONTRACT, PENDING SETTLEMENT OF DISPUTE(S).</li> </ol> <p><b>B.JURISDICTION:</b> ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE</p> |  |



# Bharat Heavy Electricals Limited

## Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

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|    | JURISDICTION OF THE COURT AT VARANASI (U.P.) ONLY.   |  |
| 34 | <b>SPECIAL NOTE FOR BIDDERS:</b> THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORISING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR GUARANTEE / WARRANTEE.   |  |
| 35 | <p>I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE:</p> <p>a) 05 (FIVE) COPIES OF GST INVOICES</p> <p>b) COPY OF GR/RR.</p> <p>c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY).</p> <p>II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS &amp; OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS.</p> <p>III. THE VENDOR SHOULD PROVIDE BILLS &amp; OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIATELY. ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.</p> <p>IV. DIGITALLY SIGNED INVOICE IS ALSO ACCEPTABLE FOR PROCESSING OF PAYMENT.</p>   |  |
| 36 | THE VENDOR SHALL ENSURE THAT THEIR BANK DETAILS ARE UPDATED WITH US FOR TIMELY PAYMENT THROUGH EFT (ELECTRONICS FUND TRANSFER).  |  |
| 37 | <b>GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS:</b> THE REVISED GUIDELINES FOR SUSPENSION OF BUSSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY.   |  |
| 38 | VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION.   |  |
| 39 | ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED.  |  |
| 40 | <p><b>IMPORTANT INSTRUCTION:</b></p> <p>I. VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS &amp; CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACTLY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING.</p> <p>II. DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER.</p> <p>III. IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION.</p> <p>IV. PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS UNDER THE CONTRACT.</p> <p>V. SUCH PRE-DISPATCH INSPECTION, EXAMINATION AND TESTING, IF MADE, AT VENDOR'S WORKS SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFECTS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.</p>   |  |
| 41 | <p><b>IMPORTANT CLAUSE FOR GST:</b> INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL:</p> <p>I. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE.</p> <p>II. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL.</p> <p>III. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL.</p> <p>IV. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME.</p> <p>V. IN CASE OF DISCREPANCY IN THE DATA UPOADED BY THE BIDDER IN THE GSTN PORTAL VIS-A-VIS THE TAX INVOICE OR IN CASE OF ANY SHORTAGES OR REJECTION IN THE SUPPLY, THEN BHEL WILL NOT BE ABLE TO AVAIL THE TAX CREDIT. BIDDER HAS TO RECTIFY THE DATA DISCREPANCY IN THE GSTN PORTAL OR ISSUE CREDIT NOTE OR DEBIT NOTE (DETAILS ALSO TO BE UPOADED IN GSTN PORTAL) FOR THE SHORTAGES OR REJECTIONS IN THE SUPPLIES OR ADDITIONAL CLAIMS FOR PROCESSING OF SUCH INVOICES.</p> <p>VI. GST TDS DEDUCTED AS PER GST ACT, IS UPOADED IN GSTN PORTAL ALONG GSTR7. BIDDERS CAN DIRECTLY DOWNLOAD THE GST TDS CERTIFICATE FROM THE GSTN PORTAL.</p> <p>IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL.</p> <p>IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL.</p> <p>IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT &amp; RULES REFERRED THERE UNDER .</p> |  |
| 42 | <b>STATUTORY VARIATION CLAUSE :</b> ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE  |  |



# Bharat Heavy Electricals Limited

## Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

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|    | <p>SCHEDULED PURCHASE ORDER DELIVERY PERIOD. NEW TAXES AND DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION OF BHEL. HOWEVER, BIDDER SHALL TAKE PRIOR APPROVAL OF BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.</p>  |  |
| 43 | <p><b>IMPORTANT INSTRUCTION FOR MSEs SUPPLIERS:</b></p> <p>I. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH 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 CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (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). 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 ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE TO BE UPLOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE.</p> <p>II. IN CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL.</p> <p>III. 25% OF THE TENDERED QUANTITY IS EARMARKED FOR MSE SUPPLIERS IN THIS TENDER.</p> <p>IV. OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 6.25% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY SC/ST ENTREPRENEURS.</p> <p>V. OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 3% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY WOMEN.</p> <p>VI. IN CASE MSE VENDOR PARTICIPATING IN THE TENDER QUOTES WITHIN THE PRICE BAND OF "L1+15%", THEY WILL BE ALLOWED TO SUPPLY THE 25% PORTION OF THE REQUIREMENT SUBJECT TO ACCEPTANCE OF L1 PRICE (ON LANDED COST BASIS) BY MSE VENDOR. IN CASE OF MORE THAN ONE SUCH MSE VENDOR WITHIN THE "L1+15% PRICE BAND" THE SUPPLY SHALL BE SHARED PROPORTIONATELY (TO 25% TENDERED QUANTITY).</p> <p>VII. IF THE L1 VENDOR HAPPENS TO BE A MSE VENDOR AGAINST ANY ITEM CODE, THEN 100% OF THE TENDERED QTY (FOR RESPECTIVE ITEM CODE) SHALL BE PROPOSED TO ORDER ON THE L1 (MSE) VENDOR, EVEN THOUGH THERE MAY BE OTHER MSE VENDORS WITHIN THE "L1+15% PRICE BAND".</p> <p>VIII. IN CASE AFTER OPENING OF PRICE BID, IT IS SEEN THAT NO MSE HAS BECOME L1, THEN DEPENDING ON THE NATURE OF THE ITEM, IF IT IS NOT POSSIBLE TO SPLIT THE TENDERED ITEMS/QUANTITIES ON ACCOUNT OF REASONS LIKE CUSTOMER CONTRACT REQUIREMENTS OF SUPPLYING ONE MAKE FOR A GIVEN PROJECT OR TECHNICAL REASONS LIKE TENDERED ITEMS BEING A SYSTEM etc. THEN BHEL WOULD NOT COUNTER OFFER THE L1 PRICES EVEN THOUGH THERE MAY BE MSE BIDDERS WITHIN THE "L1+15% PRICE BAND" OF L1.</p>  |  |
| 44 | <p>THE <b>STARTUPS</b> AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO.: G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS.</p>   |  |
| 45 | <p><b>PURCHASE PREFERENCE FOR INDIAN VENDORS:</b> FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS I LOCAL SUPPLIER / CLASS II LOCAL SUPPLIER /NON LOCAL – SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART –II BIDS AGAINST THIS NIT.</p> <p><b>MODEL CLAUSE FOR TENDER.</b></p> <p>I. ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN THIS TENDER ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHORITY.</p> <p>II. "BIDDER" (INCLUDING THE TERM 'TENDERER', 'CONSULTANT' OR 'SERVICE PROVIDER' IN CERTAIN CONTEXTS) MEANS ANY PERSON OR FIRM OR COMPANY, INCLUDING ANY MEMBER OF A CONSORTIUM OR JOINT VENTURE (THAT IS AN ASSOCIATION OF SEVERAL PERSONS, OR FIRMS OR COMPANIES), EVERY ARTIFICIAL JURIDICAL PERSON NOT FALLING IN ANY OF THE DESCRIPTIONS OF BIDDERS STATED HEREINBEFORE, INCLUDING ANY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCUREMENT PROCESS.</p> <p>III. "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA" FOR THE PURPOSE OF THIS ORDER MEANS: -</p> <ol style="list-style-type: none"> <li>AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</li> <li>A SUBSIDIARY OF AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</li> <li>AN ENTITY SUBSTANTIALLY CONTROLLED THROUGH ENTITIES INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</li> <li>AN ENTITY WHOSE BENEFICIAL OWNER IS SITUATED IN SUCH A COUNTRY; OR</li> <li>AN INDIAN (OR OTHER) AGENT OF SUCH AN ENTITY; OR</li> <li>A NATURAL PERSON WHO IS A CITIZEN OF SUCH A COUNTRY; OR</li> <li>A CONSORTIUM OR JOINT VENTURE WHERE ANY MEMBER OF THE CONSORTIUM OR JOINT VENTURE FALLS UNDER ANY OF THE ABOVE</li> </ol> <p>IV. THE BENEFICIAL OWNER FOR THE PURPOSE OF (III) ABOVE WILL BE AS UNDER:</p> <ol style="list-style-type: none"> <li>IN CASE OF A COMPANY OR LIMITED LIABILITY PARTNERSHIP, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS A CONTROLLING OWNERSHIP INTEREST OR WHO EXERCISES CONTROL THROUGH OTHER MEANS.</li> </ol> <p style="text-align: center;">EXPLANATION –</p> <ol style="list-style-type: none"> <li>"CONTROLLING OWNERSHIP INTEREST" MEANS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN TWENTY-FIVE PER CENT. OF SHARES OR CAPITAL OR PROFITS OF THE COMPANY</li> <li>"CONTROL" SHALL INCLUDE THE RIGHT TO APPOINT MAJORITY OF THE DIRECTORS OR TO CONTROL THE MANAGEMENT OR POLICY DECISIONS INCLUDING BY VIRTUE OF THEIR SHAREHOLDING OR MANAGEMENT RIGHTS OR SHAREHOLDER'S AGREEMENTS OF VOTING AGREEMENTS;</li> <li>IN CASE OF A PARTNERSHIP FIRM, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL OF CAPITAL OR PROFITS OF THE PARTNERSHIP;</li> <li>IN CASE OF AN UNINCORPORATED ASSOCIATION OR BODY OF INDIVIDUALS, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S), WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN FIFTEEN PERCENT OF THE PROPERTY OF CAPITAL OR PROFITS OF SUCH ASSOCIATION OR BODY OF INDIVIDUALS;</li> <li>WHERE NO NATURAL PERSON IS IDENTIFIED UNDER (1) OR (2) OR (3) ABOVE, THE BENEFICIAL OWNER IS THE RELEVANT NATURAL PERSON WHO HOLDS THE POSITION OF SENIOR MANAGING OFFICIAL;</li> <li>IN CASE OF TRUST, THE IDENTIFICATION OF BENEFICIAL OWNER (S) SHALL INCLUDE IDENTIFICATION OF THE AUTHOR OF THE TRUST, THE TRUSTEE, THE BENEFICIARIES WITH FIFTEEN PERCENT OR MORE INTEREST IN THE TRUST AND ANY OTHER NATURAL PERSON EXERCISING ULTIMATE EFFECTIVE CONTROL OVER THE TRUST THROUGH A CHAIN OF CONTROL OR OWNERSHIP.</li> <li>AN AGENT IS A PERSON EMPLOYED TO DO ANY ACT FOR ANOTHER, OR TO REPRESENT ANOTHER IN DEALINGS WITH THIRD PERSON.</li> </ol> <p><b>CERTIFICATE:</b> IN ORDER TO AVAIL THE BENEFITS, VENDORS TO SUBMIT (ALONG WITH OFFER) THE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE CONTENT REQUIREMENT FOR CLASS-I/ CLASS-II LOCAL SUPPLIER AS THE CASE MAY BE, INDICATING THE PERCENTAGE OF LOCAL CONTENT. AND SHALL GIVE</p> |  |



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|    | DETAILS OF LOCATION AT WHICH THE LOCAL VALUE ADDITION IS MADE (refer attached Make in India (Model Certificate no I)).   |  |
| 46 | <b>FORCE MAJEURE</b> : NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT, NEITHER THE VENDOR NOR THE BHEL SHALL BE HELD RESPONSIBLE FOR TOTAL OR PARTIAL NON-EXECUTION OF ANY OF THE CONTRACTUAL OBLIGATIONS, SHOULD THE OBLIGATION BECOME UNREASONABLY ONEROUS OR IMPOSSIBLE DUE TO OCCURRENCE OF A 'FORCE MAJEURE' WHICH DIRECTLY AFFECTS THE OBLIGATIONS TO BE PERFORMED BY THE BHEL OR THE VENDOR ; SUCH EVENTS INCLUDE WAR, MILITARY OPERATIONS OF ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, RIOTS, CIVIL COMMOTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS, QUARANTINE RESTRICTIONS, FLOODS, EARTHQUAKE, OR ACTS OF GOD, RESTRICTIONS BY GOVT. AUTHORITIES; OVER WHICH THE VENDOR OR THE BHEL HAS NO CONTROL. THE PARTY CLAIMING TO BE AFFECTED BY FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY IN WRITING WITHOUT DELAY, WITHIN TWO WEEKS ON THE INTERVENTION AND ON THE CESSATION OF SUCH CIRCUMSTANCE. EXTENSION OF TIME SOUGHT BY THE VENDOR ALONG WITH SUPPORTING EVIDENCE AND SO GRANTED BY THE BHEL FOR THE SUPPLY/ WORK AFFECTED, IF ANY, SHALL NOT BE CONSTRUED AS WAIVER IN RESPECT OF REMAINING DELIVERIES. RESCHEDULING OF DELIVERIES ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF SO AGREED BY THE BHEL, WILL NOT ENTAIL THE VENDOR TO CLAIM ANY INCREASE IN THE PRICE ON WHATSOEVER ACCOUNT. NOTWITHSTANDING ABOVE PROVISIONS, BHEL SHALL RESERVE THE RIGHT TO CANCEL THE ORDER/ CONTRACT, WHOLLY OR PARTLY, IN ORDER TO MEET THE OVERALL PROJECT SCHEDULE AND MAKE ALTERNATIVE ARRANGEMENTS. IF DEEMED NECESSARY, BHEL MAY TAKEOVER PARTLY PROCESSED MATERIAL AT A MUTUALLY AGREED PRICE.   |  |
| 47 | <b>FRAUD PREVENTION POLICY</b> : THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE 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.  |  |
| 48 | <b>SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS</b> : IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE / WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTEE REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS.   |  |
| 49 | <b>E WAY BILL</b> : THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPAIRMENT ARISES ON BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.  |  |
| 50 | 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 EXISTANT POLICIES / GUIDELINES.  |  |
| 51 | THE BIDDER SHALL REGISTER THEMSELVES ON GEM PORTAL AND SHALL QUOTE THEIR GEM SELLER ID IN THEIR OFFER. GEM SELLER ID IS MANDATORY FOR PLACEMENT OF PURCHASE ORDER EXCEPT IN CASES WHERE FREE ISSUE MATERIAL IS TO BE ISSUED BY BHEL .  |  |
| 52 | <b>REJECTION/REPLACEMENT</b> : THE SELLER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT. SELLER SHALL BE GIVEN GROUND RENT FREE PERIOD OF 90 DAYS FROM THE DATE OF REJECTION TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25% OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.  |  |
| 53 | <b>CONFLICT OF INTEREST AMONG BIDDERS/AGENTS</b> :<br>A BIDDER SHALL NOT HAVE CONFLICT OF INTEREST WITH OTHER BIDDERS. SUCH CONFLICT OF INTEREST CAN LEAD TO ANTI-COMPETITIVE PRACTICES TO THE DETRIMENT OF PROCURING ENTITY'S INTERESTS. THE BIDDER FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED. A BIDDER MAY BE CONSIDERED TO HAVE A CONFLICT OF INTEREST WITH ONE OR MORE PARTIES IN THIS BIDDING PROCESS, IF<br>a) THEY HAVE CONTROLLING PARTNER (S) IN COMMON; OR<br>b) THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FINANCIAL STAKE FROM ANY OF THEM; OR<br>c) THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSES OF THIS BID; OR<br>d) THEY HAVE RELATIONSHIP WITH EACH OTHER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS THEM IN A POSITION TO HAVE ACCESS TO INFORMATION ABOUT OR INFLUENCE ON THE BID OF ANOTHER BIDDER; OR<br>e) BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY A BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH THE PARTIES ARE INVOLVED. HOWEVER, THIS DOES NOT LIMIT THE INCLUSION OF THE COMPONENTS/ SUB-ASSEMBLY ASSEMBLIES FROM ONE BIDDING MANUFACTURER IN MORE THAN ONE BID; OR<br>f) IN CASES OF AGENTS QUOTING IN OFFSHORE PROCUREMENTS, ON BEHALF OF THEIR PRINCIPAL MANUFACTURERS, ONE AGENT CANNOT REPRESENT TWO MANUFACTURERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY. ONE MANUFACTURER CAN ALSO AUTHORISE ONLY ONE AGENT/DEALER. THERE CAN BE ONLY ONE BID FROM THE FOLLOWING:<br>1. THE PRINCIPAL MANUFACTURER DIRECTLY OR THROUGH ONE INDIAN AGENT ON HIS BEHALF; AND<br>2. INDIAN/FOREIGN AGENT ON BEHALF OF ONLY ONE PRINCIPAL; OR<br>g) A BIDDER OR ANY OF ITS AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE DESIGN OR TECHNICAL SPECIFICATIONS OF THE CONTRACT THAT IS THE SUBJECT OF THE BID; OR<br>h) IN CASE OF A HOLDING COMPANY HAVING MORE THAN ONE INDEPENDENTLY MANUFACTURING UNITS, OR MORE THAN ONE UNIT HAVING COMMON BUSINESS OWNERSHIP/MANAGEMENT, ONLY ONE UNIT SHOULD QUOTE. SIMILAR RESTRICTIONS WOULD APPLY TO CLOSELY RELATED SISTER COMPANIES. BIDDERS MUST PROACTIVELY DECLARE SUCH SISTER/ COMMON BUSINESS/ MANAGEMENT UNITS IN SAME/ SIMILAR LINE OF BUSINESS. |  |
| 54 | VENDOR MUST VISIT OUR WEBSITE <a href="https://herp.bhel.com">https://herp.bhel.com</a> REGULARLY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES.  |  |
| 55 | MSME VENDORS CAN AVAIL BENEFITS OF PAYMENT THROUGH TREDS/RXIL.   |  |
| 56 | <b>"THE OFFERS OF THE BIDDERS WHO ARE UNDER SUSPENSION AS ALSO THE OFFERS OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE FIRMS DEBARRED ACROSS BHEL, SHALL BE REJECTED. THE LIST OF FIRMS DEBARRED ACROSS BHEL IS AVAILABLE ON BHEL WEBSITE WWW.BHEL.COM.</b><br><b>1.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:</b><br><b>1.1. COMMITMENT BY BHEL:</b> BHEL COMMITS TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION IN CONNECTION WITH THE TENDER PROCESS AND EXECUTION OF THE CONTRACT.<br>BHEL WILL DURING THE TENDER PROCESS TREAT ALL BIDDER(S) IN A TRANSPARENT AND FAIR MANNER, AND WITH EQUITY.<br><b>1.2. COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:</b><br><b>1.2.1.</b> THE BIDDER/ SUPPLIER/ CONTRACTOR COMMIT TO TAKE ALL MEASURES TO PREVENT CORRUPTION AND WILL NOT DIRECTLY OR INDIRECTLY INFLUENCE ANY DECISION OR BENEFIT WHICH HE IS NOT LEGALLY ENTITLED TO NOR WILL ACT OR OMIT IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA.<br><b>1.2.2.</b> THE BIDDER/ SUPPLIER/ CONTRACTOR WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, AND IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT AND SHALL ADHERE TO RELEVANT GUIDELINES ISSUED FROM TIME TO TIME BY GOVT. OF INDIA/ BHEL.<br><b>1.2.3.</b> THE BIDDER/ SUPPLIER/ CONTRACTOR WILL PERFORM/ EXECUTE THE CONTRACT AS PER THE CONTRACT TERMS & CONDITIONS AND WILL NOT DEFAULT WITHOUT ANY REASONABLE CAUSE, WHICH CAUSES LOSS OF BUSINESS/ MONEY/ REPUTATION, TO BHEL.<br>IF ANY BIDDER/ SUPPLIER/ CONTRACTOR DURING PRE-TENDERING/ TENDERING/ POST TENDERING/ AWARD/ EXECUTION/ POST-EXECUTION STAGE INDULGES IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR AND OTHER MISCONDUCT OR FORMATION OF CARTEL SO AS TO INFLUENCE THE BIDDING   |  |



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PROCESS OR INFLUENCE THE PRICE OR ACTS OR OMITTS IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA, THEN, ACTION MAY BE TAKEN AGAINST SUCH BIDDER/ SUPPLIER/ CONTRACTOR AS PER EXISTING GUIDELINES OF THE COMPANY AVAILABLE ON WWW. BHEL.COM AND/OR UNDER APPLICABLE LEGAL PROVISIONS".

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| 57 | <p>(A) SCOPE OF SUPPLY:</p> <ol style="list-style-type: none"><li>1. THIS ENQUIRY HAS BEEN RAISED FOR ENTERING INTO FRAMEWORK AGREEMENT (FA) (VALUE WISE) WITH VENDORS FOR ROUGH MACHINED FORGINGS OF SPEC. HW19391. SEPARATE PO WILL BE GIVEN FROM TIME TO TIME AS PER REQUIREMENT UNDER THIS FA. ITEM'S QUANTITY MENTIONED IN THE ENQUIRY IS TENTATIVE &amp; IT MAY INCREASE OR DECREASE AS PER OUR FINAL REQUIREMENT.</li><li>2. THE % WEIGHTAGE FOR CALCULATING TOTAL COST OF INDIVIDUAL ITEM HAS BEEN ARRIVED CONSIDERING INDIVIDUAL ITEM'S CONTENT IN TOTAL ESTIMATED COST OF ALL THE ENQUIRY ITEMS. THE % WEIGHTAGE WILL BE AS PER ANNEXURE-IV.</li><li>3. VALUE WISE MEANS FA WILL BE DONE ON SINGLE SET BASIS FOR ALL THE 19 ITEMS WITH THEIR FULL QUANTITY AND NOT QUANTITY OF INDIVIDUAL ITEM.</li><li>4. RATE FOR INDIVIDUAL ITEM WILL BE ARRIVED AS PER PERCENTAGE WEIGHTAGE MENTIONED IN ANNEXURE-IV ATTACHED.</li><li>5. RATES OF ITEMS AGAINST FA WILL BE FIRM &amp; VALID FOR ORDERING FOR A PERIOD OF ONE YEAR FROM THE DATE OF AGREEMENT. PRICE VARIATION CLAUSE (PVC) IS NOT ACCEPTABLE.</li><li>6. VENDOR HAS TO QUOTE FOR ALL THE 19 ITEMS OF TENDER ENQUIRY COMPULSORILY. IN CASE, ANY VENDOR QUOTES FOR PART ITEM, THEIR OFFER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.</li><li>7. L-1 VENDOR WILL BE DECIDED ON TOTAL COST ON SET BASIS.</li><li>8. FA QTY AGAINST EACH ITEM IS INDICATIVE ONLY. PO WILL BE PLACED BASED ON ACTUAL REQUIREMENT IRRESPECTIVE OF FA QUANTITY NOT EXCEEDING THE TOTAL FA VALUE.</li></ol> <p>AFTER FINALIZATION OF FA, PO QUANTITY WILL BE PLACED AS PER REQUIREMENT.</p> |  |
| 58 | <p>(B) SUPPLY CONDITIONS:</p> <ol style="list-style-type: none"><li>1. MATERIAL TO BE SUPPLIED AT BHEL HERP STORES.</li><li>2. PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&amp;F/95 REV.00 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.FOR REVISION OF DRAWING/STANDARD/SPECIFICATION, PLEASE REFER THE ATTACHED DOCUMENT NO. "D312230246", DURING INSPECTION.</li></ol>   |  |
| 59 | <p>(C) TECHNICAL DELIVERY CONDITIONS:</p> <ol style="list-style-type: none"><li>1. FORGING TO BE SUPPLIED IN ROUGH MACHINED CONDITION AS PER DRG. MENTIONED AGAINST ITEM.</li><li>2. THE MATERIAL SHOULD BE STRICTLY AS PER SPECN. HW19391</li><li>3. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG.</li><li>4. TECHNICAL REQUIREMENTS MENTIONED IN THE DRG. TO BE FOLLOWED STRICTLY.</li><li>5. DIMENSION REPORT IS REQUIRED.</li></ol>  |  |
| 60 | <p>(D) TEST CERTIFICATE :REQUIRED FOR CHEMICAL &amp; MECHANICAL PROPERTIES, HARDNESS, UST, DP TEST AS MENTIONED IN MATERIAL SPECIFICATION.</p>  |  |
| 61 | <p>(E) GUARANTEE/WARRANTY CERTIFICATE :REQUIRED FOR 24 MONTHS AGAINST ANY MANUFACTURING DEFECTS.</p>  |  |
| 62 | <p>(F) PACKING INSTRUCTIONS: ITEM TO BE SUPPLIED IN PROPERLY PACKED CONDITION IN WOODEN BOX OF 1" THICK PLANK WITH 1.5"X4" BKTS. AFTER WRAPPING THE ITEM IN WEATHER PROOF PACKING.</p>  |  |
| 63 | <p>(G) DELIVERY WILL BE WITHIN 4 MONTHS FROM THE DATE OF PO FOR THE FIRST LOT AND THEREAFTER SUBSEQUENT LOTS WILL HAVE A GAP OF ONE MONTH (I.E. BETWEEN TWO CONSECUTIVE LOTS THERE WILL BE A GAP OF ONE MONTH). MAXIMUM LOT SIZE OF THE SEALING RINGS WILL BE 15 NOS. PER LOT. EARLY DELIVERY WILL BE ACCEPTABLE AND SAME SHALL BE MENTIONED IN THE PO ON CASE TO CASE BASIS.</p>   |  |



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| 64 | (H) REVERSE AUCTION: BHEL MAY RESORT TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA MAY BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALY QUALIFIED BIDDERS. PRICE BIDS OF ALL TECHNO-COMMERCIALY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IF RA IS CONDUCTED. IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING. |  |
| 65 | (I) THE OFFERS FROM PMD VENDORS UNDER HOLD CATEGORY AS WELL AS VENDORS BANNED BY BHEL MAY NOT BE CONSIDERED.   |  |
| 66 | (J) IMPORTANT NOTES REGARDING TERMS & CONDITIONS:<br>1. ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER THE ATTACHED GTC (PARTY HAS TO STRICTLY ADHERE THESE TERMS & CONDITIONS).<br>2. SPLITTING & BG CLAUSE FOR THIS ENQUIRY ARE NOT APPLICABLE.  |  |
| 67 | (K) BEING AN OPEN TENDER VENDORS HAVE TO SUBMIT THE DULY FILLED AND SIGNED & STAMP COPY OF PQR ALONG WITH ALL RELATED DOCUMENTS.   |  |
| 68 | (L) VENDORS HAVE TO SUBMIT THE DULY FILLED AND SIGNED & STAMPED COPY OF INTEGRITY PACT ATTACHED WITH THE ENQUIRY.  |  |

NOTE: PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

SIGNATURE ALONG WITH SEAL AND  
DATE:





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**Annexure-VIII**

**DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (PRICE BID) & PART-III (Supplier REGISTRATION FORM)**

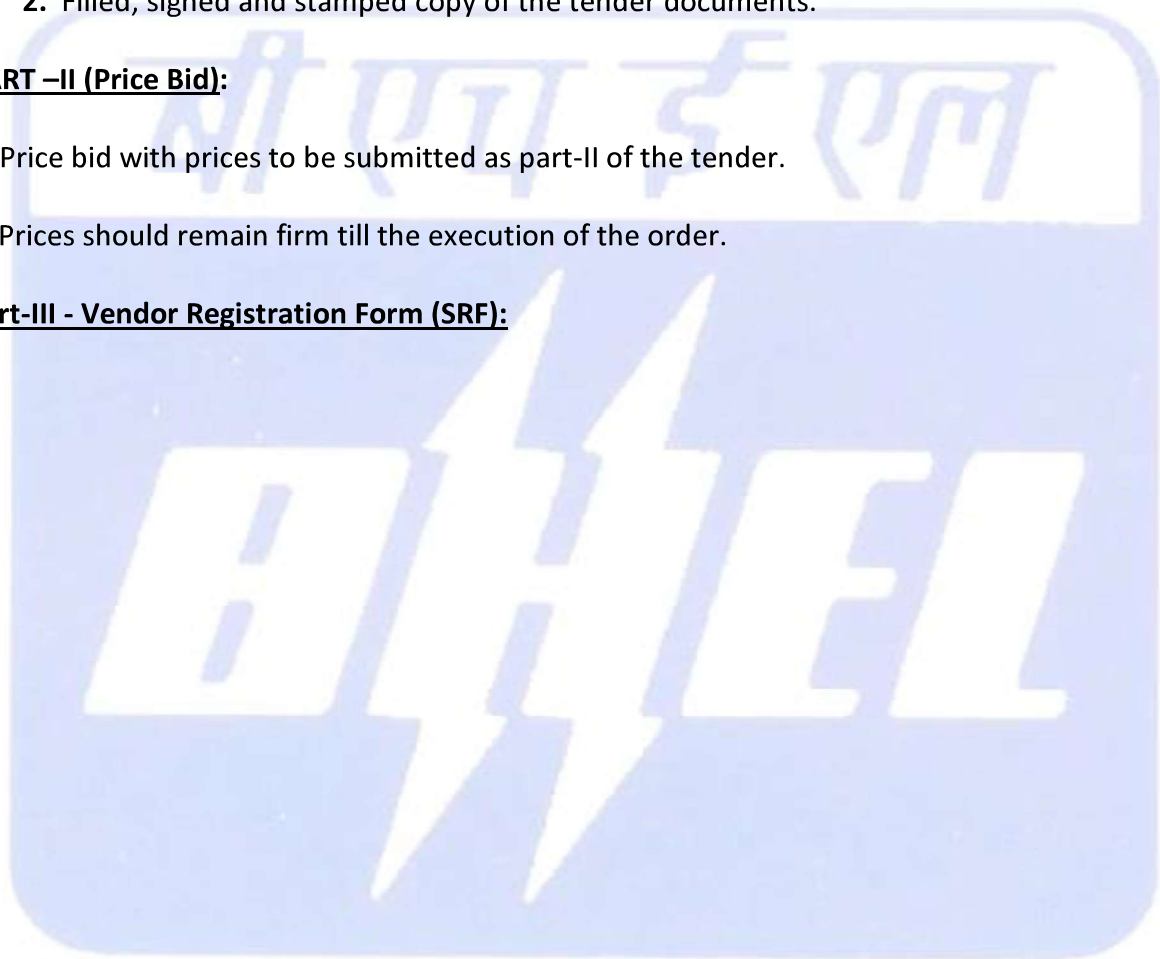
**PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:**

1. Documents in line to PQR.
2. Filled, signed and stamped copy of the tender documents.

**PART –II (Price Bid):**

- A. Price bid with prices to be submitted as part-II of the tender.
- B. Prices should remain firm till the execution of the order.

**Part-III - Vendor Registration Form (SRF):**



On Bidder's office letter pad

## Make in India (Model Certificate) Annexure-I

### Self-Declaration

|              |  |
|--------------|--|
| Enquiry No.  |  |
| Enquiry Date |  |

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05-2019 and 04.06.2020

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

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

|                    |  |
|--------------------|--|
| Door No.           |  |
| Street / Address 1 |  |
| Street / Address 2 |  |
| District           |  |
| State              |  |
| Country            |  |
| PIN Code           |  |

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

**Annexure A**

PQR FOR R/MCD FORGING (NIMONIC STEEL)

| Sl. No.   | BHEL Terms  | Supplier's Compliance YES/NO |
|---|---|------------------------------|
| 1   | Offers are accepted from:   |                              |
| 1.a   | Only Manufacturer's Offers shall be considered for the Tender Enquiry.  |                              |
| 2   | Supplier shall give list of In-House Facilities:  |                              |
| 2.a   | Vendor shall have in-House necessary Manufacturing facilities required for manufacturing and supply of the item/s as per drng/spec..  |                              |
| 2.b   | BHEL reserves right to visit the Works of the Manufacturer for Physical verification of the Manufacturing facilities (as declared by them) and assessment of their Quality systems during Technical Evaluation of the Offers.   |                              |
| 3   | Experience:   |                              |
| 3.a   | Bidders shall submit the necessary documents proving their <b>Experience in Supplying same or similar nature items (Vendor supplied item/s shall have same or similar use as required in NIT) to any Original Power Plant equipment Manufacturer (worldwide or within India)</b> in the last three years from the date of Enquiry. Documentary evidences to be submitted in the form of Customer's Purchase Order copies / Matl.Acceptance Report and item drawings/specs.. Documentary evidences submitted shall strictly meet all the technical requirement of the NIT. |                              |
| 3.b   | BHEL reserves right to verify the details from the Bidder's customers based on Documents submitted as a part of past experience.BHEL may ask for other relevant documents in line with above to review the capacity and capability of vendor with respect to enquired items.  |                              |
| 4   | Manufacturing Process Plan:   |                              |
| 4.a   | Bidders shall submit detailed Manufacturing process Plan along with the Technical Offer.  |                              |
| 5   | Annual Turnover:  |                              |
| 5.a   | Turnover of the supplier should be as per GeM (Government e-market place) guide lines (Maximum limit to be taken ). Bidders should enclose Audited Balance sheets and Profit & Loss account statement of last three consecutive years in the Part I bid.  |                              |
| 6   | After placement of Purchase Order, Vendor shall submit Material Test Certificate before dispatching the Material to BHEL, for review and Dispatch clearance.  |                              |
| 7   | Bidder will supply item/s exactly as per enquiry.   |                              |
| <p>Note: Non Submission of the above requested documents/non compliance to the above points will result in rejection of the Offers without further Notice/Intimation to the Bidder and no correspondance will be entertained at later date.</p> |   |                              |



**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM  
(INDIAN SUPPLIER)**

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**Annexure B**

Applicants need to comply with the requirements of the registration process. The information/ documents furnished will be treated in strict confidence.

**Instructions for filling the Registration Form**

- Supplier registration is only through online portal at <https://supplier.bhel.in>.
- All columns in the Registration Form are to be duly filled up. Indicate, '**NIL**'/ '**Not Applicable**', wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be signed & stamped/ digitally signed by the authorized signatory.
- Expeditious furnishing of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on [www.bhel.com](http://www.bhel.com)).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.
- Registration of supplier will be done on the basis of the following criteria depending upon the applicability

| SNO | Criteria                 | Max. Marks | Min. Qualifying Marks | Applicable for   |
|-----|--------------------------|------------|-----------------------|--|
| 1.  | Organizational soundness | 50         | 30                    | Manufacturers*/ EPC<br>Contractors*/ Non-Manufacturers/<br>Subcontractor |
| 2.  | Financial information    |            |                       |  |
| 3.  | Quality system           | 25         | 15                    | Manufacturers/ Subcontractor   |
| 4.  | Technical competence     | 25         | 15                    |  |
|     | <b>Total</b>             | <b>100</b> | <b>60</b>             |  |

\* Minimum qualifying marks for financial information shall be 10 within the ambit of 30 marks put together for Organisational soundness & Financial information.

- For a document in language other than Hindi/ English, a self-attested Hindi/ English translated document to be attached
- Class 3, Signing & Encryption Digital Signature has to be obtained.

**DECLARATION**

*(This declaration should be signed by the Proprietor/ Partner/ Director)*

I/ We .....declare and confirm that the information furnished and attachments submitted with the application are true and correct. I/ we are aware that any false information provided herein will result in the rejection of my/ our application for registration. I/ we shall be bound by the acts of the duly authorized signatory, who has signed this application and of any other person, who in the future, may be appointed by us in his place, whether or not an intimation of such changes has been given. I/ we undertake to communicate promptly to BHEL any changes in the conditions or working of the firm.

I/ We.....also give the undertaking that BHEL's drawings & specifications shall not be used in any way detrimental to the interest of BHEL and/ or for supply of any material, product or services directly or indirectly to any other customer.

I/ We.....have read and understood that action can be taken as per extant guidelines for Suspension of Business Dealings with Supplier/ Contractor and Fraud Prevention Policy (*both as available on [www.bhel.com](http://www.bhel.com)*).

I/ We .....agree to participate in e-procurement as and when required by BHEL.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Date & Place: \_\_\_\_\_ Signature along with Office Seal: \_\_\_\_\_

- Scanned (Hard/ digitally) copy of declaration signed by the Proprietor/ Partners/ Director and/ or authorized signatory, who has the authority to do so, is to be uploaded.

**BHEL Trained & Certified Assessor**



**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM  
(INDIAN SUPPLIER)**

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**PART- A: ORGANISATIONAL SOUNDNESS**

| <b>1.0 ORGANISATIONAL INFORMATION</b>  |                       |   |   |                                 |  |                         |
|--|-----------------------|---|---|---------------------------------|--|-------------------------|
| <b>1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED</b>   |                       |   |   |                                 |  |                         |
| <b>1.2 REGISTERED OFFICE ADDRESS</b>   |                       |   |   |                                 |  |                         |
| Tel: Landline  |                       |   | Fax   |                                 |  |                         |
| Website  |                       |   |   |                                 |  |                         |
| <b>1.3 Address, Contact person &amp; Telephone no for:</b>   |                       |   |   |                                 |  |                         |
| <ul style="list-style-type: none"> <li>• <b>WORKS 1/ DIVISON 1/ BRANCH 1/ SISTER CONCERN 1:</b></li> <li>• <b>WORKS 2/ DIVISON 2 / BRANCH 2/ SISTER CONCERN 2:</b></li> <li>• <b>.....</b></li> <li>• <b>WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N:</b></li> </ul>                                |                       |   |   |                                 |  |                         |
| <b>1.4 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES &amp; CATALOGUES)</b>   |                       |   |   |                                 |  |                         |
| SNO  | DESCRIPTION           | SIZE & RANGE  | MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.) | WORKS/ DIVISON ( as per cl 1.3) |  |                         |
|  |                       |   |   |                                 |  |                         |
|  |                       |   |   |                                 |  |                         |
|  |                       |   |   |                                 |  |                         |
| <b>2.0 GENERAL INFORMATION</b>   |                       |   |   |                                 |  |                         |
| <b>2.1 DETAILS OF CHIEF EXECUTIVE:</b>   |                       | <b>2.2 DETAILS OF AUTHORISED SIGNATORY ATTACH AUTHORIZATION LETTER)</b> |   |                                 | <b>2.3 DETAILS OF CONTACT PERSON FOR ANY CLARIFICATION (S)</b> |                         |
| Name   |                       |   |   |                                 |  |                         |
| Designation  |                       |   |   |                                 |  |                         |
| Aadhar No.   |                       |   |   |                                 |  |                         |
| E-Mail   |                       |   |   |                                 |  |                         |
| Tel: Landline  |                       |   |   |                                 |  |                         |
| Mobile   |                       |   |   |                                 |  |                         |
| Fax  |                       |   |   |                                 |  |                         |
| <b>2.4 DETAILS OF DIRECTORS IN CASE OF PRIVATE LTD., ONE PERSON COMPANY, PUBLIC LTD. AND PARTNERS IN CASE OF LIMITED LIABILITY PARTNERSHIP/ PARTNERSHIP FIRMS, OFFICE BEARERS IN CASE OF CO-OPERATIVE SOCIETY, TRUSTEES IN CASE OF TRUST, PROPRIETOR IN CASE OF PROPRIETORSHIP FIRM, Karta of HUF:</b> |                       |   |   |                                 |  |                         |
| Name   | Gender (Male/ Female) | % Share of Ownership  | SC/ ST (Y/ N)                                   | PAN                             | Aadhar No.   | DIN No. (if applicable) |
|  |                       |   |   |                                 |  |                         |



**BHARAT HEAVY ELECTRICALS LIMITED  
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amdt. 03 dated 12.10.2020

**Annexure-C**

| (Attach organization chart)  |  |   |  |  |  |
|--|--|---|--|--|--|
| <b>2.5 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.</b>  |  | <b>2.6 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY</b> |  | <b>2.7 DETAILS OF FAMILY MEMBERS, RELATED FIRMS, GROUP COMPANIES ETC. REGISTERED WITH BHEL</b> |  |
| Name of BHEL Employee  |  | Name of Ex. BHEL Employee   |  | Name of The Firm/ Family Member  |  |
| Staff No.& Designation   |  | Staff No.& last Designation held  |  | Nature of Business   |  |
| Unit & Department  |  | Place of last posting (Unit & Dept.)                                    |  | Relationship   |  |
| Relationship   |  | Date of leaving Service from BHEL                                       |  | Whether registered in same material category for which application submitted.                  |  |
| <b>3.0 OWNERSHIP INFORMATION (DOCUMENTS TO BE FURNISHED)</b>   |  |   |  |  |  |
| <b>3.1 OWNERSHIP</b>   |  |   | <b>DOCUMENTS TO BE FURNISHED</b>   |  |  |
| Govt. Of India Undertaking   |  |   | -  |  |  |
| State Govt. Undertaking  |  |   | -  |  |  |
| Public Limited Company   |  |   | Memorandum of Association, Articles of Association and Certificate of Incorporation  |  |  |
| Private Limited Company  |  |   |  |  |  |
| One Person Company   |  |   |  |  |  |
| Limited Liability Partnership  |  |   | Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)                    |  |  |
| Partnership Firm   |  |   | Registered Partnership Deed duly signed by Registrar of Firms  |  |  |
| Proprietorship   |  |   | Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)   |  |  |
| Co-Operative Society   |  |   | Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws ( as per Extant Act) |  |  |
| Trust  |  |   | Registered Trust Deed  |  |  |
| Others (please specify)  |  |   | Attach a copy of the relevant Statutory document   |  |  |
| Any other Statutory document need to carry out business (please specify)   |  |   |  |  |  |
| <b>3.2 Nature of Business</b>  |  |   |  |  |  |
| Tick as applicable:  |  |   |  |  |  |
| <ul style="list-style-type: none"> <li>• Manufacturer / Engg. Consultant/ EPC Contractor/ System Integrator (            )</li> <li>• Subcontractor - Machinist / Fabricator with free issue of material (            )</li> <li>• Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partner*/ Indian sales office* or subsidiary of registered Foreign Principal* etc. (attach authorization certificate of Principal) (            )</li> <li>• Indian Agents* (attach authorization certificate of principal, third party business rating report of foreign principal from Dun &amp; Bradstreet/ Creditreform etc. &amp; deed of agency agreement) (            )</li> </ul> |  |   |  |  |  |
| *Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective OEMs to them i.e. to negotiate/ quote/ supply/ after sales service etc. in line with scope matrix submitted.  |  |   |  |  |  |
| <b>3.3 Year of Commencement of Business (attach relevant documents)</b>  |  |   |  |  |  |

**SUPPLIER'S AUTHORIZED SIGNATORY**

**BHEL Trained & Certified Assessor**



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| <b>4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)</b>   |  |         |
|---|--|---------|
| <b>4.1</b>  | Permanent Account No (PAN)   |         |
| <b>4.2</b>  | Central Sales Tax Regn. Number / TIN Number  |         |
| <b>4.3</b>  | State Sales Tax/ VAT / TIN Number  |         |
| <b>4.4</b>  | Excise Control Code number   |         |
| <b>4.5</b>  | Service Tax Regn. Number   |         |
| <b>4.6</b>  | Whether Company is Micro/ Small Enterprise (MSE) Category                                    | YES/ NO |
| <b>4.6.1</b>  | Category as per extant MSME Act (Micro/ Small/ Medium)                                       |         |
| Documents to be furnished (any one) & (Tick the appropriate) <ul style="list-style-type: none"> <li>• Udyog Aadhaar Memorandum &amp; Acknowledgement</li> <li>• Valid NSIC Certificate ( )</li> <li>• Entrepreneurs Memorandum part II (EM II) certificate (deemed validity of 5 years) ( )<br/>{in case of EM II certificate older than 5 Years, EM II certificate along with attested copy of CA certificate* applicable for the relevant financial year (latest audited)} ( )</li> </ul> * Certificate by Chartered Accountant on letter head as per <i>Annexure-H</i> |  |         |
| <b>4.6.2</b>  | MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished (Tick the appropriate) |         |
| <ul style="list-style-type: none"> <li>• Proprietor: SC/ ST Certificate ( )</li> <li>• Partnership Firm: SC/ ST Certificate of partners holding 51% shares &amp; above ( )</li> <li>• Limited Company: SC/ ST Certificate of Directors/ Owners holding 51% shares &amp; above ( )</li> </ul>  |  |         |
| <b>5.0 OTHER PARTICULARS (DOCUMENTS TO BE FURNISHED)</b>  |  |         |
| <b>5.1 IF REGISTERED WITH ANY OF BHEL UNITS</b>   |  |         |
| Name of BHEL unit   |  |         |
| Common/ Unit Supplier Identification (ID)Number   |  |         |
| Items for which supplier is registered & their specifications<br>(copy of at least one or more successfully executed purchase orders)   |  |         |
| <b>5.1.1 IF ANY OF YOUR SISTER UNIT/ FIRM IS REGISTERED FOR SIMILAR ITEM/S?</b>   |  |         |
| Name of Sister Unit(s) already registered with BHEL   |  |         |
| Common/ Unit Supplier Identification(ID)Number/ Code  |  |         |
| Item/s for which supplier is registered   | Item 1   | Item 2  |
| <b>5.2</b> Whether approved by <b>ASME / NTPC/ NPC/ EIL/ DGS&amp;D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU</b> for similar items, for which registration is sought?  | YES/ NO<br>(Documentary Evidence)  |         |
| <b>5.3</b> Whether Supplier is <b>ISO 9001</b> Certified  | YES/ NO (Certificate)  |         |
| <b>5.4</b> Whether Supplier is <b>ISO 14000</b> Certified   | YES/ NO (Certificate)  |         |
| <b>5.5</b> Whether Supplier is <b>OHSAS 18000</b> Certified   | YES/ NO (Certificate)  |         |
| <b>5.6 Experience List:</b><br>Attach list of present customers with name & address for offered/ similar type & size of item/ equipment for which registration has been sought and with whom applicant has continuous business since last three years. Copies of latest previous two purchase orders executed to be attached.<br><br>(Attach performance certificates issued by its customers for successful execution of the contracts)  |  |         |
| <b>5.7</b> Details of Pending Legal/ Arbitrations issues on contractual aspects with customer, if any? (If Yes, kindly furnish details with latest status on a separate sheet)  |  | YES/ NO |

**6.0 MANUFACTURING FACILITIES:**

**6.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS INCLUDING MATERIAL HANDLING FACILITY (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

| Sl. No | Works/ Division (as per cl. 1.) | Description of Machine/Equipment | Quantity | Make & Year of Installation | Remarks |
|--------|---------------------------------|----------------------------------|----------|-----------------------------|---------|
|        |                                 |                                  |          |                             |         |
|        |                                 |                                  |          |                             |         |

In case of space limitation, please enclose annexure / catalogue with tag

**6.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONG WITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

| Sl. No | Process Outsourced | Name & address of The Company | Description of Machine / Equipment | Remarks |
|--------|--------------------|-------------------------------|------------------------------------|---------|
|        |                    |                               |                                    |         |
|        |                    |                               |                                    |         |

In case of space limitation enclose annexure/ catalogue with tag

**6.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE: \_\_\_\_\_.**

**6.4 POWER BACK UP (Furnish details on separate sheet) YES/ NO**

**7.0 INSPECTION & TESTING FACILITIES**

**7.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT AVAILABLE (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

| Sl. No | Works/ Division(as per cl. 1.2) | Description of Facility/ Equipment & Capacity | Nos. | Make & Year of Manufacturing | Last Date of Calibration(With Traceability) |
|--------|---------------------------------|---|------|------------------------------|---|
|        |                                 |   |      |                              |   |
|        |                                 |   |      |                              |   |

In case of space limitation enclose annexure/ catalogue with tag

**7.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONGWITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

| Sl. No | Test | Source of Testing | Description of Facility/ Equipment & Capacity | Approval of Equipment/ Process/ Personnel Qualification |
|--------|------|-------------------|---|---|
|        |      |                   |   |   |
|        |      |                   |   |   |

In case of space limitation enclose annexure/ catalogue with tag

**Note:** In case of outsourcing of major testing such as NDT, Electrical & Mechanical Testing, no marks will be awarded. However, material composition testing by chemical method from recognized laboratory shall not attract negative marking.

**PART- B: FINANCIAL INFORMATION (to be certified by a Chartered Accountant)**

| 1. Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted. |  |   |        |        |          |
|---|--|---|--------|--------|----------|
| 2. If the supplier is new in business and does not have past data, then the financial evaluation will be done on the basis of information provided.                 |  |   |        |        |          |
| 3. Scanned copy of the financial information as below signed by a Chartered Accountant is to be uploaded.   |  |   |        |        |          |
| <b>FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS</b>  |  |   |        |        |          |
| <b>“Figures to be as per Revised Schedule 6 of the Companies Act 2013, as applicable”</b>   |  |   |        |        |          |
| 8.0   | Parameter  | Year 1  | Year 2 | Year 3 | Year 4   |
|   |  | (Years in ascending order, Money value in Rs. Lakhs ) |        |        |          |
| 8.1   | NET WORTH<br>(Share Capital + Reserves)  |   |        |        |          |
| 8.2   | LONG TERM DEBT/ LOAN   |   |        |        |          |
| 8.3   | DEBT EQUITY RATIO  |   |        |        |          |
|   | <u>Long term Debt (8.2)</u><br>Net worth (8.1)   |   |        |        |          |
| 8.4   | INVESTMENT IN:<br>Land & Building  |   |        |        |          |
|   | Plant & Machinery  |   |        |        |          |
|   | Other Fixed Assets   |   |        |        |          |
| 8.5   | NET CURRENT ASSETS   |   |        |        |          |
|   | a) Cash on hand  |   |        |        |          |
|   | b) Account receivable  |   |        |        |          |
|   | 1 c) Inventories   |   |        |        |          |
|   | d) Loans and advances  |   |        |        |          |
|   | e) Other current assets  |   |        |        |          |
|   | <b>Total</b>   |   |        |        |          |
| 8.5   | CURRENT LIABILITY & PROVISIONS   |   |        |        |          |
|   | a) Sundry creditors  |   |        |        |          |
|   | 2 b) Advances from customers   |   |        |        |          |
|   | c) Other liabilities   |   |        |        |          |
|   | d) Provisions  |   |        |        |          |
| <b>Total</b>  |  |   |        |        |          |
| 8.5   | QUICK RATIO  |   |        |        |          |
|   | <u>CA - Inventory {8.5(1)-</u><br>3 <u>8.5(1)c}/</u><br>Current liability {8.5 (2)}                    |   |        |        |          |
| 8.6   | SALES<br>(excluding other income)  |   |        |        |          |
| 8.7   | PROFIT BEFORE TAX  |   |        |        |          |
| 8.8   | Contingent Liabilities   |   |        |        |          |
| 8.9   | Whether the supplier has been referred to BIFR/ NCLT/ any other Govt agency ( If YES, enclose details) |   |        |        | YES / NO |
| 8.10  | Whether the supplier is a potential sick company.( If YES, enclose details)                            |   |        |        | YES / NO |

**Date:**

**Name:**

**Membership number & Seal of Chartered Accountant**

**Signature -----**

**Part C: (QUALITY SYSTEM):**

| 9.0   | Parameters   | System in effect<br>(tick if exists & provide evidences if ticked in written procedure) |          | Records<br>(tick if available & submit evidence) | Remark /<br>Relevant documents to be furnished   |
|-------|--|---|----------|--|--|
|       |  | Written Procedure   | Practice |  |  |
| 9.1   | Incoming Material Control System   |   |          |  | System and documentary evidence of control over sub-suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.) |
| 9.2.1 | In Process Control   |   |          |  | Work instructions/ checklist/ job card & record of process control parameter   |
| 9.2.2 | Control on Outsourced Processes, if applicable   |   |          |  | Documentary evidence of control over suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.)                |
| 9.3   | Manufacturing Process/ Testing Procedure Qualification   |   |          |  | Copy of Manufacturing process work flow/ Testing Procedure Qualification   |
| 9.4   | Personnel qualification for cl. 9.3 (above).   |   |          |  | Copy of Record of Personnel qualification for critical processes (welding, painting, NDT etc.)   |
| 9.5   | Calibration system   |   |          |  | Copy of list of instruments & their calibration status(certificate from NABL/ any other Govt. approved & accredited lab)                                   |
| 9.6   | System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc. |   |          |  | Copy of procedure  |
| 9.7   | System of Storage, Preservation, Painting & packing  |   |          |  | Copy of procedure  |
| 9.8   | System of Non Conformity Report (NCR) disposition, corrective and preventive action (CAPA)               |   |          |  | Copy of System for NCR handling and list of NCRs observed in the last three years along with details of disposition and CAPA.                              |
| 9.9   | Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)        |   |          |  | Copy of System for CC handling and list of customer complaints in the last three years along with details of disposition and CAPA.                         |
| 9.10  | Safety measures  |   |          |  | Copy of safety procedure/ guideline & Record of accidents for last three years.  |
| 9.11  | Any other quality initiative   |   |          |  |  |

**Part D: TECHNICAL COMPETENCE (MARKS SHEET)**

Technical competence shall be evaluated in two parts viz. common competence and product/ material category/ item specific competence.

**a) COMMON TECHNICAL COMPETENCE**

| TECHNICAL COMPETENCE<br>( where design specification is given by BHEL )                       | MARKING RANGE | Marking range, if product specific technical competency not required | Supplier to attach supporting documents | Marks by BHEL |
|---|---------------|--|---|---------------|
| Supplier understands the product specification.   | (0-3)         | (0-8)  | e.g. Technical Catalogue                |               |
| Supplier understands the inspection requirements.   | (0-2)         | (0-5)  | e.g. Inspection Report                  |               |
| Supplier has process capability to achieve the product specification/dimensional requirement. | (0-3)         | (0-8)  | e.g. Type test report                   |               |
| Supplier has experienced manpower to carry out the job.                                       | (0-2)         | (0-4)  | e.g. skill matrix of the personnel      |               |
| <b>TOTAL MARKS OUT OF POSSIBLE</b>  | <b>10</b>     | <b>25</b>  |   |               |

**OR**

| TECHNICAL COMPETENCE<br>(where performance specification is given by BHEL) | MARKING RANGE | Marking range, if product specific technical competency not required | PROCEDURE                               |               | SYSTEM IN EFFECT                        |               | RECORDS                                 |               |
|--|---------------|--|---|---------------|---|---------------|---|---------------|
|  |               |  | Supplier to attach supporting documents | Marks by BHEL | Supplier to attach supporting documents | Marks by BHEL | Supplier to attach supporting documents | Marks by BHEL |
| Design capability  | (0-3)         | (0-8)  |   |               |   |               |   |               |
| Adequacy of quality assurance plan   | (0-2)         | (0-5)  |   |               |   |               |   |               |
| Process capability for components  | (0-3)         | (0-8)  |   |               |   |               |   |               |
| Adequacy of testing facilities   | (0-2)         | (0-4)  |   |               |   |               |   |               |
| <b>TOTAL MARKS OUT OF POSSIBLE</b>   | <b>10</b>     | <b>25</b>  |   |               |   |               |   |               |
| <b>Average of Total (Total/3) = -----</b>                                  |               |  |   |               |   |               |   |               |

**b) PRODUCT/ MATERIAL CATEGORY/ ITEM SPECIFIC TECHNICAL COMPETENCE**

**(Max. marks 15)**

Unit MISCC to structure the parameters to be considered for technical competence and score of individual parameter depending on material category/ item. MISCC shall identify the requirement of enclosures to be furnished by supplier.

Product:

| SNO | Material category/ item | Tech Parameter | Supplier's response with relevant documents | Remarks |
|-----|-------------------------|----------------|---|---------|
|     |                         |                |   |         |

To be filled up by supplier only on receipt of technical requirements/ Specification/ Drawings/ Standards from BHEL and to be sent to BHEL for further scrutiny.

**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.

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 For & On behalf of the Principal  
 (Office Seal)

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 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 Arun Chandra Verma, IPS (Retd.)     | <a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>     |
| 2. | Shri Virendra Bahadur Singh, IPS (Retd.) | <a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</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: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_

\_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

(2)  
 Name: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_

\_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_